

INVITATION TO BID

THIS IS NOT AN ORDER

To: ALL BIDDERS

CTBTO Ref. No.: 2023-0091/Thorvaldsdottir
(PLEASE QUOTE ON ALL COMMUNICATIONS)



Tel. No.: +43 (1) 26030-6350
E-mail: procurement@ctbto.org

Attn.:

Phone:
Fax:
Email:

Date: 18 Oct 23

Title of Request: Renewal of Airborne MSIR Configuration

Deadline for Submission: 06 Nov 23

Vienna Local Time: 17:00

The Preparatory Commission for the Comprehensive Nuclear-Test-Ban Treaty Organization (hereinafter referred to as the 'Commission') hereby invites you to bid the following items as per conditions listed below.

Item	Description and Requirements	Quantity	U/M
1	Renewal of Airborne MSIR Configuration In accordance with Annex B Technical Specification	1	Lot

When preparing your bid, please follow the attached instructions. You are kindly requested to complete and return the acknowledgement form by e-mail as soon as possible. If you have any questions you should contact the e-mail address indicated above. We look forward to receiving your bid.

Yours sincerely,



Sally Alvarez de Schreiner
Chief, Procurement Services Section

ACKNOWLEDGEMENT FORM

Solicitation No: 2023-0091	Closing Date: 06 Nov 23
Title: Renewal of Airborne MSIR Configuration	Vienna Local Time: 17:00

Procurement Staff: Thorvaldsdottir

CTBTO Req. No.: 0010022336

Please complete 'A' or 'B' or 'C'
and Return

WITHIN FIVE (5) DAYS

THE PREPARATORY COMMISSION FOR THE
COMPREHENSIVE NUCLEAR-TEST-BAN TREATY ORGANIZATION (CTBTO)

by email to
procurement@ctbto.org

A: We shall submit our bid

By: _____
(date)

Company Name: _____
Contact Name: _____
Email/Tel: _____

B: We may submit and will advise

By: _____
(date)

Company Name: _____
Contact Name: _____
Email/Tel: _____

C: We will not submit a bid for the following reason(s)

___ our current workload does not permit us to take on additional work at this time;
___ we do not have the required expertise for this specific project;
___ insufficient time to prepare a proper submission;
___ other (please specify) _____

Company Name: _____
Contact Name: _____
Email/Tel: _____

ANNEX A

[Option 1 – to be used when the Contractor is the owner of the software]

LICENSE AGREEMENT

1. PREAMBLE

- 1.1. This License Agreement is part of the Contract entered between the Commission and the Contractor (hereinafter collectively referred to as the “Parties”).
- 1.2. The Contractor possesses intellectual property rights to the software (hereinafter referred to as the “Software”) and relevant documentation (hereinafter referred to as the “Documentaion”).
- 1.3. The Contractor is willing to grant and the Commission desires to acquire a non-exclusive, non-transferable and irrevocable License as provided below.
- 1.4. The Parties hereto have agreed as follows.

2. DEFINITIONS

As used herein, the following terms shall have the following definitions:

- 2.1. “License Agreement” means the present document.
- 2.2. “License” means the license to the Software and Documentation granted under this License Agreement.
- 2.3. “Documentation” means the Contractor’s copyrighted materials that document functions of the Software.
- 2.4. “Effective Date” means the date of the last signature by the representatives of the Parties of the Contract, on which the Contract shall enter into force.
- 2.5. “Eligible Users” means the Commission’s employees and/or direct contractors.
- 2.6. “Software” means the software listed in the Contract.

Capitalized terms shall have the same meaning as defined in the Contract and the General Conditions of Contract, unless expressly otherwise defined herein.

3. GRANT OF RIGHTS AND LICENSES

- 3.1. The Contractor hereby grants the Commission a non-exclusive, non-transferable, irrevocable License to use the Software and Documentation, under the terms and conditions set forth herein.
- 3.2. The Commission is authorized to use the Software and Documentation only for activities related to the fulfilment of mandate and purposes of the CTBT including the performance of services of the Commission’s own commercial and/or government customers. The Commission is not authorized to sublicense, distribute, sell, or grant access to the Software, or integrate it into products or computer software programs of third parties unless required for the performance of activities related to its mandate.
- 3.3. Access to, and use of, the Software is restricted to Eligible Users.
- 3.4. The Commission agrees to protect the Software and the Documentation from use by, or disclosure or distribution to, persons who are not Eligible Users.
- 3.5. The Commission is authorized to make copies of the Documentation provided by the Contractor only for internal distribution. Copies of the Software may be made by the Commission only for back-up and archival purposes.
- 3.6. The Commission agrees not to remove or destroy any proprietary markings, restrictive legends, or intellectual property notices on or in the Software and Documentation.

- 3.7. All title, ownership rights and intellectual property rights in and to the Software and the Documentation shall remain with the Contractor. The Commission acquires no title, right or interest in the Software or the Documentation, other than the License(s) specifically granted herein by the Contractor and the title to the media upon which the Software is delivered.

4. SUPPLY OF SOFTWARE AND DOCUMENTATION

- 4.1. The Contractor shall supply to the Commission a properly functioning and fully tested Software system, as well as its new versions, releases and/or upgrades.
- 4.2. The Contractor shall provide the Commission with the Documentation, as well as catalogues and other descriptive literature with respect to the Software and its new versions, releases and/or upgrades.

5. WARRANTY

- 5.1. The Contractor warrants that the licensing and use of the Software by the Commission in accordance with the terms of this License Agreement shall not infringe any copyright, patent or registered design rights of any third party.

6. INDEMNITY

- 6.1. If any claims of copyright infringement are asserted against the Commission by virtue of the infringement by the Contractor of a third party intellectual property rights through the grant of this Software License, the Contractor agrees, upon written notification of such claim by the Commission, to indemnify, hold and save harmless the Commission from and against all such suits, claims, demands and liability, including costs and expenses incurred by the Commission. The Commission shall give the Contractor due notice in writing of any such claim and, without prejudice to the Commission's privileges and immunities under international law, the Commission shall give the Contractor the opportunity to defend the Commission against any such claim at its discretion.
- 6.2. If, as a result of any claim, suit or proceeding so defended, any of the Software is held to constitute an infringement or its use by the Commission is enjoined, the Contractor shall, at its

option and expense, either (i) procure for the Commission the right to continue using said Software; (ii) replace it with substantially equivalent non-infringing Software; or (iii) modify it so that it becomes non-infringing.

- 6.3. If the violation of Software rights is the result of the use of the Software in combination with other products not delivered by the Contractor, then the Contractor shall not be held liable.

7. INSOLVENCY AND BANKRUPTCY

- 7.1. Should the Contractor become insolvent or be adjudged bankrupt, the Commission, after having paid the Contract Price, will retain the License to use the Software, whether or not the Commission elects to terminate the Contract under Clause 21 of the General Conditions of Contract.

ANNEX A

[Option 2 – to be used when the Contractor is not the owner of the software, but has a right to grant a license to the software]

LICENSE AGREEMENT

1. PREAMBLE

- 1.1. This License Agreement is part of the Contract entered between the Commission and the Contractor (hereinafter collectively referred to as the “Parties”).
- 1.2. The Contractor certifies that it has a right to grant a license (hereinafter referred to as the “License”) to the software (hereinafter referred to as the “Software”) and relevant documentation (hereinafter referred to as the “Documentation”) under this License Agreement, while the manufacturer of the Software retains all intellectual property rights to the Software and Documentation.
- 1.3. The Contractor is willing to grant and the Commission desires to acquire a non-exclusive, non-transferable and irrevocable License as provided below.
- 1.4. The Parties hereto have agreed as follows.

2. DEFINITIONS

As used herein, the following terms shall have the following definitions:

- 2.1. “License Agreement” means the present document.
- 2.2. “License” means the license to the Software and Documentation granted under this License Agreement.
- 2.3. “Documentation” means the manufacturer’s copyrighted materials that document functions of the Software.
- 2.4. “Effective Date” means the date of the last signature by the representatives of the Parties of the Contract, on which the Contract shall enter into force.
- 2.5. “Eligible Users” means the Commission’s employees and/or direct contractors.

- 2.6. “Software” means the software listed in the Contract.

Capitalized terms shall have the same meaning as defined in the Contract and the General Conditions of Contract, unless expressly otherwise defined herein.

3. GRANT OF RIGHTS AND LICENSES

- 3.1. The Contractor hereby grants the Commission a non-exclusive, non-transferable, irrevocable License to use the Software and Documentation, under the terms and conditions set forth herein.
- 3.2. The Commission is authorized to use the Software and Documentation only for activities related to the fulfilment of mandate and purposes of the CTBT including the performance of services of the Commission’s own commercial and/or government customers. The Commission is not authorized to sublicense, distribute, sell, or grant access to the Software, or integrate it into products or computer software programs of third parties unless required for the performance of activities related to its mandate.
- 3.3. Access to, and use of, the Software is restricted to Eligible Users.
- 3.4. The Commission agrees to protect the Software and the Documentation from use by, or disclosure or distribution to, persons who are not Eligible Users.
- 3.5. The Commission is authorized to make copies of the Documentation provided by the Contractor only for internal distribution. Copies of the Software may be made by the Commission only for back-up and archival purposes.

- 3.6. The Commission agrees not to remove or destroy any proprietary markings, restrictive legends, or intellectual property notices on or in the Software and Documentation.
- 3.7. All title, ownership rights and intellectual property rights in and to the Software and the Documentation shall remain with the manufacturer. The Commission acquires no title, right or interest in the Software or the Documentation, other than the License(s) specifically granted herein by the Contractor and the title to the media upon which the Software is delivered.

4. SUPPLY OF SOFTWARE AND DOCUMENTATION

- 4.1. The Contractor shall supply to the Commission a properly functioning and fully tested Software system, as well as its new versions, releases and/or upgrades.
- 4.2. The Contractor shall provide the Commission with the Documentation, as well as catalogues and other descriptive literature with respect to the Software and its new versions, releases and/or upgrades.

5. WARRANTY

- 5.1. The Contractor warrants that the licensing and use of the Software by the Commission in accordance with the terms of this License Agreement shall not infringe any copyright, patent or registered design rights of any third party.

6. INDEMNITY

- 6.1. If any claims of copyright infringement are asserted against the Commission by virtue of the infringement by the Contractor of a third party intellectual property rights through the grant of this Software License, the Contractor agrees, upon written notification of such claim by the Commission, to indemnify, hold and save harmless the Commission from and against all such suits, claims, demands and liability, including costs and expenses incurred by the Commission. The Commission shall give the Contractor due notice in writing of any such claim and, without prejudice to the Commission's privileges and immunities under international law, the Commission shall give the Contractor the opportunity to defend the Commission against any such claim at its discretion.

- 6.2. If, as a result of any claim, suit or proceeding so defended, any of the Software is held to constitute an infringement or its use by the Commission is enjoined, the Contractor shall, at its option and expense, either (i) procure for the Commission the right to continue using said Software; (ii) replace it with substantially equivalent non-infringing Software; or (iii) modify it so that it becomes non-infringing.

- 6.3. If the violation of Software rights is the result of the use of the Software in combination with other products not delivered by the Contractor, then the Contractor shall not be held liable.

7. INSOLVENCY AND BANKRUPTCY

- 7.1. Should the Contractor become insolvent or be adjudged bankrupt, the Commission, after having paid the Contract Price, will retain the License to use the Software, whether or not the Commission elects to terminate the Contract under Clause 21 of the General Conditions of Contract.

General Conditions of Contract

1. DEFINITIONS

- (a) In these general conditions of contract the terms beginning with a capital letter shall have the meaning as defined in the Contract.
- (b) “Services” means all services to be rendered under the Contract.
- (c) “Goods” shall mean all goods, equipment, materials and/or other supplies to be provided under the Contract.
- (d) “Taxes” shall mean all direct and indirect taxes (including value added tax, general sales tax or goods and services tax), assessments, fees, customs duties, liens and charges in as much as they are levied in conclusion or implementation of the Contract, including customs restrictions and charges of similar nature in respect of articles imported or exported for the Commission’s official use.

2. LEGAL STATUS

The Contractor shall be considered as having the legal status of an independent contractor vis-à-vis the Commission. Neither the Contractor and any subcontractor, nor their personnel shall be considered to be an employee or an agent of the Commission.

3. ASSIGNMENT

The Contractor shall not assign, transfer, pledge or make other disposition of the Contract or any part thereof, or any of the Contractor’s rights, claims or obligations under the Contract except with the prior written consent of the Commission.

4. SUBCONTRACTING

In the event the Contractor requires the services of one or more subcontractors, the Contractor shall obtain the prior written approval and clearance of the Commission for such subcontractor(s). The Commission’s approval of a subcontractor shall not relieve the Contractor of any of his obligations under the Contract, and the terms of any subcontract shall be subject to and in conformity with the provisions of the Contract.

5. SOURCE OF INSTRUCTIONS

- (a) The Contractor shall neither seek nor accept instructions from any authority external to the Commission in connection with the performance of its obligations under the Contract. The Contractor shall refrain from any action which may adversely affect the Commission and shall fulfil its commitments with the fullest regard to the interests of the Commission.
- (b) While present at the Commission’s premises, personnel of the Contractor shall, at all times, obey and conform to all requests and instructions of the Commission’s officials and the United Nations Security Staff.

6. CONTRACTOR’S RESPONSIBILITY FOR EMPLOYEES

The Contractor shall be responsible for the professional and technical competence of its employees and will select, for the performance under the Contract, reliable individuals who will perform effectively in the implementation of the Contract, respect the local laws and customs and conform to a high standard of moral and ethical conduct.

7. ASSIGNMENT OF PERSONNEL

- (a) The Contractor shall not replace or withdraw any personnel referred to in the Contract for the performance of the Services without the prior written approval of the Commission or unless requested by the Commission.
- (b) Prior to assignment, replacement or withdrawal of personnel for the performance of the Services, the Contractor shall submit to the Commission for its consideration, the curriculum vitae or detailed justification to permit evaluation by the Commission of the impact which such assignment, replacement or withdrawal would have on the Services.
- (c) In the event of withdrawal of personnel, all costs and additional expenses resulting from the replacement, for whatever reasons, of any of the Contractor’s personnel shall be for the account of the Contractor. Such withdrawal shall not be considered as termination in part or in whole of the Contract.

8. CONFLICT OF INTEREST

No employee, officer, adviser, agent and/or subcontractor of the Contractor assigned to perform Services under the Contract shall engage, directly or indirectly, in any business, profession or occupation connected or related to the Services or Goods to be provided under the Contract if this constitutes a conflict of interest.

9. INSURANCES

- (a) The Contractor shall provide and thereafter maintain appropriate insurance, or its equivalent, with respect to its employees to cover claims for personal injury or death in connection with the Contract.
- (b) The Contractor shall provide and thereafter maintain insurance against all risk in respect of its property and any equipment used for the execution of the Contract.
- (c) The Contractor shall also provide and thereafter maintain liability insurance in an adequate amount to cover third party claims for death, bodily injury, loss of and damage to property arising from any operations carried out by the Contractor in performing its obligations in connection with the Contract or from operation of any vehicles, boats, airplanes and other equipment owned or leased by the Contractor or its agents, servants, employees or subcontractors.
- (d) Except for insurance mentioned in paragraph (a), the insurance policies under this clause shall:
 - (i) Name the Commission as additional beneficiary;
 - (ii) Include a waiver of subrogation of the Contractor's rights to the insurance carrier against the Commission.
- (e) The Contractor shall, upon request, provide the Commission with satisfactory evidence of the insurance required under the Contract.
- (f) Any amounts not insured, not recovered from or not claimed by the insurer shall be borne by the Contractor.
- (g) Information concerning reduction of coverage shall be furnished by the Contractor to the Commission with at least thirty (30) days prior written notice.
- (h) The Contractor undertakes that provisions to the same effect as the provisions in sub-clauses (a) through (c) above will be inserted in all subcontracts made in performance of the Contract, except sub-contracts exclusively for furnishing Goods.

10. ENCUMBRANCES/LIENS

The Contractor shall not cause or permit any lien, attachment or other encumbrance by any person to be placed on file in any public office or on file with the Commission against any monies due or to become due for any Services or Goods provided under the Contract, or by reason of any other claim or demand against the Contractor.

11. OBSERVANCE OF THE LAW

- (a) The Contractor shall comply with all laws, ordinances, rules and regulations, including but not limited to health, environmental and labour laws bearing upon the

performance of its obligations under the terms of the Contract.

- (b) In particular, the Contractor shall comply with the labour laws of the country in which the Services or Goods are to be furnished providing for benefits covering injury or death in the course of employment.

12. CONFIDENTIALITY

- (a) All technical, financial or other documentation and data the Contractor compiled for or received from the Commission under the Contract shall be treated as confidential and shall be delivered only to the Commission's authorized officials on completion of the Services or as requested by the Commission.
- (b) Either Party acknowledges that all knowledge and information concerning the other Party that may be acquired in connection with the performance of its obligations under the Contract, including but not limited to, any information relating to its operations and procedures, are confidential and proprietary information of the other Party and it shall receive such confidential and proprietary information of the other Party in confidence and shall not disclose or permit disclosure of any such knowledge or information to any person and/or entity without the prior written consent of the other Party.
- (c) The Contractor shall not, at any time, use such confidential information to its own advantage.
- (d) The restrictions on confidentiality shall not apply to the information which:
 - (i) presently is in the public domain;
 - (ii) hereafter becomes part of the public domain without the other Party's fault;
 - (iii) was in the possession of the other Party at the time of the disclosure, as shown by written evidence;
 - (iv) is disclosed to the other Party at any time hereafter by a third Party.
 - (v) is required to be disclosed to governing bodies, or to governmental authorities to the extent required by law or to obtain needed authorization to perform the Contract or pursuant to reporting requirements imposed by those governing bodies or the government of the State of the Contractor.
- (e) These obligations do not lapse upon satisfactory completion of the Services, delivery of the Goods or termination of the Contract by the Commission.

13. LANGUAGES, WEIGHTS AND MEASURES

Unless otherwise specified in the Contract, the English language shall be used by the Contractor in all written communications to the Commission with respect to the Services or Goods to be provided and all documents procured or prepared by the Contractor. The Contractor shall use metric units, except when otherwise specified in the Contract.

14. PUBLICITY

- (a) The Contractor shall not advertise or otherwise make public the fact that it is providing or has provided Services and Goods for the Commission. Also, the

Contractor shall not, in any manner whatsoever, use the name, emblem or official seal of the Commission or any abbreviation of the name of the Comprehensive Nuclear-Test-Ban Treaty Organization in connection with its business or otherwise.

- (b) These obligations do not lapse upon satisfactory completion of the Services, delivery of the Goods or termination of the Contract.

15. OFFICIALS NOT TO BENEFIT/CONTINGENT FEES

- (a) The Contractor warrants that:
 - (i) No person or selling agency has been employed or retained by it to solicit or secure the Contract upon an agreement or understanding for a commission, percentage, brokerage, contingent fee or retainer, except regular employees or bona fide and officially established commercial or selling agencies maintained by the Contractor for the purpose of securing business;
 - (ii) No official or servant or retired employee of the Commission who is not a regular employee of the Contractor, has been or shall be admitted by the Contractor to any direct or indirect benefit arising from the Contract or the award thereof.
- (b) In case of breach by the Contractor of the warranties referred to in previous clauses, the Commission shall have the right to deduct from the Contract Price, or otherwise recover from the Contractor, the full amount of any such commission, percentage, brokerage, contingent fee or retainer so paid.

16. INTELLECTUAL PROPERTY AND OTHER PROPRIETARY RIGHTS

- (a) Except to the extent the Contractor has granted a license to the Commission, the Commission, shall be entitled to all intellectual property, including but not limited to copyrights, patents and trademarks, with regard to products, documents or other materials which bear a direct relation to or are produced or collected under the Contract. The Contractor shall take all necessary steps, prepare and process all necessary documents and assist in securing such property rights and transferring them to the Commission and/or to the government where the Services or Goods are to be provided, in compliance with the requirements of the applicable law.
- (b) The Contractor declares that it does not know of any intellectual property rights of third parties, which might be infringed in the execution of the Contract. Should, contrary to the Contractor’s expectation, claims be raised against the Commission charging it with infringement of intellectual property rights, the Contractor shall hold harmless the Commission and shall indemnify it to the full extent of any damages or awards arising from such claims. This obligation of the Contractor shall continue to be in full force and effect up to the expiration of such intellectual property rights.
- (c) The Commission shall give the Contractor due notice in writing of any charges of infringement brought against the Commission and of the filing of any suit for

infringement of intellectual property rights of third parties due to the execution of the Contract, and, without prejudice to the immunity enjoyed by the Commission as an international organization from every form of legal process, including enforcement and execution, the Commission shall give the Contractor the opportunity to defend the Commission against the said suit at its discretion and shall not, without the Contractor’s consent in writing, make any admission or consent to any claim of any third party, which might be prejudicial to the Contractor’s position.

17. DEFAULT BY THE CONTRACTOR

- (a) In case the Contractor fails to fulfil its obligations and responsibilities under the Contract and provided the Contractor has not remedied such failure(s) within thirty (30) days of having been given written notification by the Commission of the nature of the failure(s), the Commission may, at its entire discretion and without prejudice to its right to withhold payment(s), hold the Contractor in default under the Contract.
- (b) When the Contractor is thus in default, the Commission may, by giving written notice to the Contractor, terminate the Contract as a whole or such part or parts thereof in respect of which the Contractor is in default. Upon such notice, the Commission shall have the right to seek completion, at the Contractor’s expense, of that part or those parts of the Contract with respect to which the Contractor is in default.
- (c) The Contractor shall, in this case, be solely responsible for any reasonable costs of completion of the Services and/or delivery of Goods, including such costs, which are incurred by the Commission over and above the originally agreed Contract Price.

18. WITHHOLDING OF PAYMENT

- (a) The Commission may withhold any payment to the Contractor or, on account of subsequently discovered evidence, nullify the whole or part of any payment approval theretofore given, to such an extent as may be necessary to protect the Commission from loss under the Contract on account of:
 - (i) The Contractor’s failure to carry out its obligations or to make adequate progress with the obligations, except for failure arising out of force majeure;
 - (ii) The Contractor’s failure to remedy unsatisfactory performance, when such failure has been drawn to his attention by the Commission;
 - (iii) The Contractor’s failure to submit on time the reports required.
- (b) The withholding by the Commission of any interim payment shall not affect the Contractor’s obligation to continue performance of his obligations under the Contract.
- (c) No interest shall accrue on payments eventually withheld by the Commission in application of the stipulations of this paragraph.

19. LIQUIDATED DAMAGES

Subject to Clause 20 below (force majeure), if the Contractor fails to deliver any or all of the Services and/or Goods within the latest time period(s) specified in the Contract, the Commission may, without prejudice to its other remedies under the Contract, deduct from the Contract Price as liquidated damages, a sum equivalent to 0.2 per cent of the portion of the Contract Price for the delayed Services and/or Goods for each working day of delay until actual performance, up to a maximum of sixty (60) working days. The recovery by the Commission of proven damages shall not be excluded.

20. FORCE MAJEURE

- (a) Force majeure as used herein shall mean acts of God, industrial disturbances, acts of the public enemy, civil disturbances, explosions and any other similar cause of equivalent force not caused by nor within the control of either party and which neither party is able to overcome.
- (b) As soon as possible after the occurrence of any cause constituting force majeure, the Contractor shall give notice and full particulars in writing to the Commission of such force majeure if the Contractor is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under the Contract.
- (c) In this event, the following provisions shall apply:
 - (i) The obligations and responsibilities of the Contractor under the Contract shall be suspended to the extent of its inability to perform them and for as long as such inability continues;
 - (ii) The term of the Contract shall be extended for a period equal to the period of suspension taking, however, into account any special conditions which may cause the time for completion of the obligations to be different from the period of suspension;
 - (iii) If the Contractor is rendered permanently unable, wholly or in part, by reason of force majeure to perform its obligations and meet its responsibilities under the Contract, the Commission shall have the right to terminate the Contract on the same terms and conditions as are provided for in the Termination Clause of the Contract, except that the period of notice may be seven (7) days instead of thirty (30) days;
 - (iv) For the purpose of the preceding sub-clause, the Commission may consider the Contractor permanently unable to perform in case of any period of suspension in excess of ninety (90) days. Any such period of ninety (90) days or less shall be deemed temporary inability to perform.

21. INSOLVENCY AND BANKRUPTCY

Should the Contractor be insolvent, adjudged bankrupt, or should the Contractor make a general assignment for the benefit of its creditors, or should a receiver be appointed on account of the Contractor's insolvency, the Commission may, without prejudice to any other right or remedy it may have under the terms of the Contract, terminate the Contract

forthwith by giving the Contractor written notice of such termination.

22. INDEMNIFICATION

The Contractor shall indemnify, hold and save harmless and defend at its own expense the Commission, its officers, agents, servants and employees from and against all suits, claims, demands and liability of any nature or kind, including cost and expenses arising out of acts or omissions of the Contractor or its employees or subcontractors in the performance of the Contract. This requirement shall extend, inter alia, to claims or liabilities in the nature of workers' compensation and to claims or liabilities pertaining to intellectual property rights. The obligations under this clause do not lapse upon termination of the Contract.

23. AMICABLE SETTLEMENT

The parties shall use their best efforts to settle amicably through negotiation any dispute, controversy or claim arising out of, or relating to, the Contract or the breach, termination or invalidity thereof. If the parties cannot reach such amicable settlement through negotiations, the matter shall first be referred to conciliation, by a request by either party for conciliation procedures. The conciliation shall take place in accordance with the United Nations Commission on International Trade Law (UNCITRAL) Conciliation Rules then prevailing, or according to such other procedure as may be agreed between the parties, within a time period of ninety (90) days. There shall be one conciliator. The conciliation shall be in Vienna, Austria, and it shall be conducted in the English language.

24. ARBITRATION

- (a) In the event of a failure to reach an amicable settlement in accordance with Clause 23 above (Amicable Settlement), any dispute arising out of the interpretation or application of the terms of the Contract or any breach thereof shall be settled in accordance with the arbitration rules established by UNCITRAL as at present in force. The number of arbitrators shall be one. The arbitration shall be in Vienna, Austria, and it shall be conducted in the English language.
- (b) The arbitrator shall take into account the internationally recognized general principles of commercial transactions. The arbitrator shall have no authority to award punitive damages, nor to award interest in excess of five (5) per cent, and any such interest shall be simple interest only. The parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such dispute.

25. PRIVILEGES AND IMMUNITIES

Nothing in or relating to the Contract shall be deemed a waiver, express or implied, of any of the privileges and immunities of the Commission and its employees.

25(a). TAX EXEMPTION

In principle, the Commission is exempt from all Taxes. Since the arrangement under which such exemption is respected varies from country-to-country, the Contractor shall collaborate with the Commission to achieve Tax exemption at source or to pursue reimbursement of Taxes paid by the Commission, as the case may be.

26. TERMINATION

The Commission may terminate the Contract in whole or in part, and at any time, upon thirty (30) days' notice of termination to the Contractor. In the event such termination is not caused by the Contractor's negligence or fault, the Commission shall be liable to the Contractor for payment in respect of Services already satisfactory accomplished or Goods delivered and accepted and in conformity with the terms of the Contract, for necessary terminal expenses of the Contractor, and for the cost of such urgent work as is essential and as the Contractor is asked by the Commission to complete. The Contractor shall keep expenses at a minimum and shall not undertake any forward commitment from the date of receipt of the Commission's notice of termination.

27. GOODS

In the event that the Contract requires the Contractor to supply Goods, Clauses 28-35 shall apply in addition to the above.

28. WARRANTY

- (a) The Contractor warrants that the Goods, including packaging, conform to the specifications for the Goods ordered under the Contract and are fit for the purpose for which such Goods are ordinarily used and for purposes expressly made known to the Contractor by the Commission, and are new and free from defects in design, workmanship and materials.
- (b) This warranty shall remain valid for twenty-four (24) months after the Goods or any part thereof have been delivered and accepted, whichever is later, unless the Contractor has granted a longer period. Should the Commission transfer the title of the Goods to a third party during the warranty period, the right to enjoy the warranty shall be transferable to the new title-holder.
- (c) If, during the warranty period mentioned in sub-clause (b) above, the Goods or any part thereof are found to be defective or not in conformity with the specifications under the Contract, the Contractor shall, upon notification, promptly and at its own expense correct all such defects and non-conformities. If these defects and non-conformities cannot be corrected, the Commission shall have the right, at the Contractor's expense, to either demand replacement of the defective item, or receive appropriate reimbursement, or have the defective item repaired or otherwise procured from a third party.

29. INSPECTIONS AND TESTS

- (a) The Commission shall have the right to inspect and/or to test the Goods to confirm their conformity to the technical specifications. The technical specifications shall specify what inspections and tests the Commission requires.
- (b) The inspections and tests may be conducted on the premises of the Contractor or its subcontractor(s), at a point of delivery designated by the Commission and/or at the Goods' final destination. The Contractor shall give all reasonable facilities and assistance-including drawings and production data-to the Commission at no charge to the Commission.
- (c) Should any inspected or tested Goods fail to conform to the technical specifications, the Commission reserves the right to reject them and the Contractor shall either replace the rejected Goods or make all alterations necessary to meet specification requirements free of cost to the Commission.
- (d) The Commission's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival at the point of delivery designated by the Commission or at the Commission's offices, shall in no way be limited or waived by reason of the Goods' having previously been inspected, tested and passed by the Commission.
- (e) Nothing in this Section on Inspections and Tests shall in any way release the Contractor from any warranty or other obligations under the Contract.
- (f) All equipment/material supplied under the Contract may be subject to pre-shipment inspection by a third party to be specified by the Commission. The Contractor is not liable for cost of this inspection.

30. PACKING

The Contractor shall comply or ensure compliance with the following provisions concerning packing:

- (a) The Goods shall be packed as is required to prevent their damage or deterioration during transit to their final destination. The packing shall be sufficient to withstand, without limitation, rough handling during transit.
- (b) In the case of a cross-border shipment, the Goods shall have appropriate export packing. If necessary, all cases/crates must be wrapped inside with heavy-duty plastic lined paper, should be steel-strapped and must be able to withstand tough handling. Skids for truck handling are imperative if the gross weight is more than 30 kilograms.
- (c) The consignment shall be marked and shipped as per address shown on the Purchase Order Form.
- (d) Neither partial delivery nor transshipment shall be made unless specifically agreed by the Commission in writing.
- (e) Each case/crate/package shall carry a consecutive number, dimensions, volume, and weight (i.e. Case No. X of Y cases, A x B x C cm, E m³, D Kg.) and shall be marked as follows:

EQUIPMENT FOR
THE PREPARATORY COMMISSION FOR THE
COMPREHENSIVE NUCLEAR-TEST-BAN
TREATY ORGANIZATION.
[point of delivery]

PURCHASE NO. _____
GROSS WEIGHT _____
NET WEIGHT _____

- (f) Markings shall be done with weatherproof materials. All non-containerized Goods shall be shipped below deck.
- (g) Each case/crate/carton shall carry (outside) a copy of the packing list describing the contents of the case/crate/carton. Outside Case No. 1 should be attached with invoice covering the actual delivery. The accompanying papers must be made out in the English language.
- (h) Prior to delivery, a fax (or a letter by courier service) shall be sent to the consignee, if any, advising of the following:
 - ◆ purchase order/Contract number;
 - ◆ waybill number or equivalent reference number of the shipment (if any);
 - ◆ number of boxes/cartons/crates/etc.;
 - ◆ estimated time of departure (ETD);
 - ◆ point of departure and name of freight carrier;
 - ◆ estimated time of arrival (ETA) to final destination.
- (i) The following documents shall be enclosed with the shipment in case of shipping by air:
 - ◆ airway bill;
 - ◆ proforma or commercial invoice;
 - ◆ packing list.
- (j) The above documents are indispensable and must reach the consignee, if any, on time to permit customs clearance and in order to avoid demurrage charges.

31. DELIVERY AND TRANSPORTATION

- (a) Delivery of the Goods shall be made by the Contractor in accordance with the terms specified in the Contract, and the Goods shall remain at the risk of the Contractor until delivery has been completed.
- (b) Transport of the Goods to the port of discharge or such other point in the country of destination and/or forwarding to the consignee, if any, (door-to-door) specified in the Contract shall be arranged and paid for by the Contractor and the cost thereof shall be included in the Contract Price.

32. TAKE-OVER/HAND-OVER

Upon successful completion of delivery or of installation and a testing and evaluation period, as specified in the Contract, responsibility for the Goods will be handed over to the consignee or other designated entity.

33. EXPORT LICENCES

If an export licence or any other governmental authorization is required for the Goods, it shall be the obligation of the Contractor to obtain such licence or governmental authorization. In the event of failure to obtain such licence or authorization within reasonable time, the Commission may declare the Contract null and void.

34. SPARE PARTS

In accordance with the Contract, the Contractor may be required to provide any or all of the following materials and notifications pertaining to spare parts manufactured and/or distributed by the Contractor:

- (a) Such spare parts as the Commission may choose to purchase from the Contractor, provided that the Contractor is not relieved of any warranty obligations under the Contract;
- (b) In the event of termination of production of the spare after delivery of the Goods:
 - (i) advance notification to the Commission of the pending termination, in sufficient time to permit the Commission to place a final order;
 - (ii) following such termination, furnishing at no cost to the Commission, the blueprints, drawings and specifications of the spare parts, if and when requested.

35. UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS

Questions concerning matters arising under the Contract, but not settled in it, shall be settled in conformity with the United Nations Convention on Contracts for the International Sale of Goods (Vienna, 1980), which shall be applicable to the Contract. The applicable language version of the Convention shall be the version in which the Contract is written.

36. SUSTAINABLE BUSINESS PRACTICES

The Commission requires the Contractor and its personnel to:

- (a) support and respect the protection of internationally proclaimed human rights¹ and to observe the highest standards of ethics and integrity throughout its supply chains.
- (b) abide by the United Nations Supplier Code of Conduct².
- (c) to take appropriate steps, whenever possible to perform its obligations in a manner that takes into account economic, environmental and social considerations.
- (d) certify that they have not and will not engage in harassment or sexual harassment, proscribed practices or any further practice described in Clauses 37, 38, 39, 40

¹ UN Guiding Principles on Business and Human Rights, available at https://www.ohchr.org/Documents/Publications/GuidingPrinciplesBusinessHR_EN.pdf.

² Available at <https://www.un.org/Depts/ptd/about-us/un-supplier-code-conduct>.

and 41, during the procurement process and the performance of the Contract.

37. PREVENTION OF HARRASSMENT AND SEXUAL HARRASSMENT

- (a) The Commission is committed to providing a professional work environment that upholds the highest standards of equality, respect and dignity for all. In this regard, and without limitation to any other provision contained herein:
- (i) The Contractor shall adhere to zero tolerance for harassment and therefore accepts and agrees to refrain from any conduct which could, in the view of the Commission, meet the definition of harassment and/or sexual harassment. For the avoidance of doubt, “harassment” shall be understood as any improper or unwelcome conduct that might reasonably be expected or be perceived to cause offence or humiliation to another person when such conduct interferes with work, is made a condition of employment, or creates an intimidating, hostile or offensive work environment. “Sexual harassment” shall be understood as harassment of a sexual nature, and the above definition of harassment applies equally to sexual harassment. Sexual harassment may occur between persons of opposite sex or of the same sex.
 - (ii) The Contractor shall take all reasonable and appropriate measures to prevent and deter harassment and sexual harassment or abuse of anyone by its employees, agents, officials or any other persons engaged or controlled by the Contractor to perform the Services.
 - (iii) The Contractor shall promptly report to the Commission any actual, reported or suspected cases of harassment, sexual harassment or abuse of anyone by its employees, agents, officials or any other persons engaged or controlled by the Contractor to perform the Services of which the Contractor becomes aware. Such reports to the Commission may be on a no name basis, if necessary.
 - (iv) In addition to notifying the Commission pursuant to sub-clause (iii) above, on becoming aware of any allegation of harassment, sexual harassment or abuse of anyone, the Contractor shall take all reasonable and appropriate measures to address the matter, including engaging in good faith consultations with the Commission, while ensuring minimum impact and/or disruption of the Services.
- (b) The Contractor acknowledges and agrees that any breach of the provisions of this Clause 37, as determined by the Commission, shall permit the Commission, at its sole discretion, to:
- (i) Request the Contractor to remove, temporarily or permanently, from the relevant assignment, any Contractor’s personnel reported for having committed harassment, sexual harassment or abuse of anyone.
 - (ii) Terminate the Contract, and/or any other agreement, arrangement or partnership concluded by the Commission with the Contractor, immediately upon

written notice to the Contractor, without any liability for termination charges or any other liability of any kind, on the terms and conditions as are provided for in Clause 26 (Termination) above; and/or

- (iii) Exclude the Contractor from participating in any ongoing or future solicitations, and/or entering into any future contractual or collaborative relationships with the Commission and/or suspend the Contractor from the Commissions supplier roster.
- (c) The Commission shall be entitled to report any breach of the provisions of this Clause 37, as determined by the Commission, to the Commission’s governing bodies, other UN agencies and/or donors.

38. PROSCRIBED PRACTICES

The Commission requires that the Contractor and its personnel certify that they have not and will not engage in proscribed practices and proscribed conduct during the procurement process and the performance of the Contract. The Commission defines Proscribed Practices as follows:

Fraudulent practice: is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;

Corrupt practice is the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party;

Coercive practice is the impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of any party in order to influence the actions of that party;

Collusive practice is the proposing or entering into an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party;

Unethical practice is conduct or behaviour that is contrary to the conflict of interest, gifts and hospitality, post-employment provisions or other published requirements of doing business with the Commission;

Obstructive practice is any act which deliberately and in an effort to compromise an investigation, destroys, falsifies, alters or conceals information or documents that may be relevant to a fraud and corruption investigation, or material that could become evidence as a result of such investigation; or the making of false statements to investigators during such an investigation.

39. CHILD LABOUR

The Contractor represents and warrants that neither it, its parent entities (if any), nor any of the Contractor’s subsidiary or affiliated entities (if any) is engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32 thereof, which, inter alia, requires that a child shall be

protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral or social development.

40. MINES

The Contractor represents and warrants that neither it, its parent entities (if any), nor any of the Contractor's subsidiaries or affiliated entities (if any) is engaged in the sale or manufacture of anti-personnel mines or components utilized in the manufacture of anti-personnel mines.

41. TERRORISM

The Contractor shall ensure that none of the funds received from the Commission under the Contract are used, directly or indirectly, to provide support to individuals or entities subject to sanctions or other measures promulgated by the United Nations Security Council and appearing in the Consolidated United Nations Security Council Sanctions List. This provision shall be included in all subcontracts or sub-agreements entered into under the Contract.

42. FULL DISCLOSURE

- (a) The Contractor will immediately notify the Commission upon becoming aware of any Proscribed Practices or other prohibited practices or conduct or suspicion thereof, as per Clauses 37-41, by itself or its personnel during the procurement process or the performance of the Contract. The Contractor will take all appropriate measures to prohibit and prevent its personnel from engaging in Proscribed Practices or any other prohibited conduct, as well as to investigate allegations thereof, or to take corrective action when such a Proscribed Practice or any other prohibited conduct has occurred.
- (b) The Contractor further warrants that it is not the subject of any sanctions, or otherwise identified as ineligible by any government, supranational organization (e.g., European Union), another entity of the United Nations System or multilateral development finance institution. The Contractor will disclose to the Commission if it becomes subject to any sanction or temporary suspension during the term of the Contract. The Contractor recognizes that a breach of this provision constitutes a fraudulent practice.

43. DATA PROTECTION

- (a) **Use of the Commission's data:** Use (including accessing, processing, retention, storage) of the Commission's data is limited to the purposes contained in the Contract and such use will be limited to Contractor's personnel on a "need to know" basis. Use of the Commission's data for internal research, marketing, sales, or promotional purposes is strictly prohibited. Subject to Clause 12 (Confidentiality), the

Contractor will treat the Commission's data as confidential and may neither disclose it nor make it available to any third-party except with the prior written authorization of the Commission.

- (b) **Compliance:** The Contractor confirms that it has a data protection policy in place that meets applicable legal requirements and that it will apply such a policy to the Commission's data, without prejudice to the privileges and immunities of the Commission. The Contractor will implement technical and organisational measures to ensure appropriate protection of the Commission's data, in conformity with the abovementioned requirements and internationally recognised standards and best practices. In addition, the Contractor will:
 - (i) at its sole expense and risk, return, delete, or destroy all the Commission's data, including data backups, upon written instruction of the Commission. The Commission will provide a reasonable period of time and take into account the Contractor's legitimate interests, as well as the termination or expiration date of the Contract;
 - (ii) process, retain or store the Commission's data exclusively in countries that are signatories to the Comprehensive Nuclear-Test-Ban Treaty and that ensure adequate legal protection of the Commission's privileges and immunities; and
 - (iii) be liable for any resulting damages or penalties for its failure to comply with its obligations.
- (c) **Data security:** Upon discovery of a data security breach, the Contractor will immediately notify the Commission and undertake at its sole expense to:
 - (i) propose immediate remedial actions (including containment);
 - (ii) implement, as directed by the Commission, all necessary damage mitigation and remedial actions;
 - (iii) where applicable, as directed by the Commission, restore the Commission's and end-users' access; and
 - (iv) keep the Commission informed of its progress.
- (d) The Contractor, at its sole expense, will cooperate fully with any Commission investigation, remediation steps and response to a data security breach.

44. ESSENTIAL TERMS

The Contractor acknowledges and agrees that each of the provisions in Clauses 36 to 43 above constitutes an essential term of the Contract and that any breach of any of these provisions shall entitle the Commission to terminate the Contract or any other contract the Contractor has with the Commission, immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind. Furthermore, the Commission is entitled to exclude the Contractor from participating in future tenders should the Contractor breach any of the provisions included in Clauses 36 to 43.

ANNEX C

TECHNICAL SPECIFICATIONS

RENEWAL OF AIRBORNE MSIR CONFIGURATION

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1 INTRODUCTION

The Preparatory Commission for the Comprehensive Nuclear-Test-Ban Treaty Organization (hereinafter referred to as the “Commission”) operates a global verification regime to monitor compliance with the Comprehensive Nuclear-Test-Ban Treaty. It provides timely data, assessments and other products and services to Signatory States of the Treaty. More information can be found on the Commission’s website: www.ctbto.org.

According to the Protocol to the Comprehensive Nuclear-Test-Ban Treaty (CTBT), for verification purposes inspectors are permitted to install and use “*portable, easy installed equipment for: (a) Multi-spectral (including infrared) imagery ...*” on board an aircraft. In this respect the Commission has been conducting field tests of multi-spectral equipment (hereinafter referred to as ‘MSIR’) to determine the specifications of an optimal configuration for the detection of On-Site Inspection (OSI) relevant features.

The Commission operates an **MSIR configuration** that it seeks to renew through the procurement of additional sensors, accompanying hardware and software. The sensors shall be integrated with existing hardware. The procurement is subsequently divided into **three (3) Lots** based on hardware procurement and an item integration, specifically:

- Lot 1: Supply of hardware and software items related to optical imaging cameras, as described in section 2.
- Lot 2: Supply of hardware and software items related to a thermal imaging camera, as described in section 3.
- Lot 3: Integration of items into a fully functional MSIR configuration, as described in section 4.

1.1 Current configuration

The MSIR configuration ('the configuration') developed by the Commission has the capacity to acquire spectral information from an airborne platform over the range from the visible to the thermal infrared. The system is an arrangement of sensors on a stabilised base, supporting instruments as well as processing tools to extract OSI-relevant information. Furthermore, elements of the configuration including mission planning software, inertial measurement unit, system controller, pilot and operator navigation system and video camera, have been integrated and tested as components of the Commission's airborne gamma spectrometer system enabling the acquisition of data along predefined flight lines. These elements are also available for other OSI airborne operations including the initial overflight and airborne magnetic survey.

As demonstrated during field tests organised by the Commission, the application of high spectral resolution visible/near-infrared and short-wave infrared sensors can provide valuable OSI-relevant information that can assist inspectors in the application of OSI Inspection Team Functionality search logic. Experts Meetings organised by the Commission have mapped the value of low spectral resolution and thermal sensors based on potential observable and region of the spectrum.

1.2 Airframes

The current MSIR configuration is capable of being installed on the following airframes:

- AS350/355 (external utility pod):
- AS332 Super Puma (on-board with viewing through hatch in the airframe);
- Sikorsky Black Hawk (on-board with viewing through a hatch in the airframe);
- Bell 212 (external utility pod).

For the AS350/355 and Bell 212 airframes the Commission has the option of installing external pods, which are used to house sensors and ancillary components such as the inertial measurement unit, with cables running to the cabin for the operator panels and monitors.

The relevant references are as follows:

- AS350/355: D350-602-014 Load capacity: 73 kg
- **Bell212:** **D212-601-042** **Load capacity: 100 kg**

*Left: external utility pod
D212-601-042 customised by the
Commission for the Bell212*



1.3 Hardware

The section describes the main hardware components of the Commission's MSIR configuration that it seeks to integrate with new hardware i.e., it excludes other hardware items that shall not be integrated.

An infrared digital camera. The DigiTherm infrared imaging sensor has a resolution of 0.05K and operates over a range of -40°C to 120°C.

See Lot 3, section 4 for details on integration tasks.



AEROcontrol manufactured by IGI mbH, comprising inertial measurement unit (400Hz), GNSS receiver and sensor management unit.

Left: inertial measurement unit, right: GNSS antenna mounted on Bell212.

See Lot 3, section 4 for details on integration tasks.



Flight management system with operator and pilot monitors.

See Lot 3, section 4 for details on integration tasks.

Laser scanner Q680i manufactured by Riegl

See Lot 3, section 4 for details on how integration tasks.



For flexibility, the configuration can be powered by battery or directly by the aircraft. Power is distributed via a customised unit providing simultaneous power to the MSIR configuration and to any other airborne configuration being used in parallel on-board.

All connectors distributing power are of military specification.

1.4 Operations

The current configuration is designed to be installed by two trained individuals on the airframes described in section 0 in no more than 4 hours. Installation is designed to be as unobtrusive as possible.

In accordance with the Protocol to the CTBT, “*overflights shall be conducted up to a maximum altitude of 1,500 metres above the surface*” and involve up to four inspection team members. The MSIR configuration is however designed to operate with a single operator who is responsible for flight line navigation and data acquisition. Procedures allow for the use of a navigation panel in the cockpit for the pilot.

Data acquisition, typically, occurs with aircraft speed between 100 and 120 knots (approx. 50 to 60ms⁻¹).

MSIR data handling conforms to procedures set out in the Treaty and subsidiary documents in relation to data handling. In-flight data storage devices are easily removed from instruments and are securely stored for transfer to the base of operations. Data storage devices are readily replaced between flights.

As part of an On-Site Inspection, inspectors aim to detect relevant anomalies, in this respect, the availability of images in a timely manner is of paramount importance. Although higher level orthorectification is not excluded, the principal output expected from airborne optical acquisitions is:

- Camera corrected images integrated with airframe trajectory data to be displayed in a GIS e.g., ArcMap, QGIS.

The configuration has been certified for deployment on various airframes in different configurations by respective regulatory authorities.

2 SUPPLY OF TWO IMAGING CAMERA SENSORS FOR AIRBORNE USE – LOT 1

The Contractor shall provide all items as required under this Section 2.

2.1 Specifications

The Contractor shall provide (2) airborne imaging cameras and ancillary items to acquire data in the following portions of the electromagnetic spectrum:

- Visible × 1
- Near-infrared × 1

The imaging sensors shall work as a pair of sensors to deliver a near-automated 4-band image output.

The imaging cameras shall have the following specifications:

- Image properties: At least 100 megapixel.
- Image sensor: Complementary metal–oxide–semiconductor (CMOS).
- Dynamic range: At least 80 dB
- Pixel size: 4.6 μm or smaller
- Frame rate of camera: 0.7s or faster
- Lens: fixed at 50mm
- Number of lenses: 2 per imaging camera i.e., 4 in total.
- Sensors shall be triggered automatically based on position.
- Capable of operating from a height of 250m to 1,500m above the ground.
- Compact and designed for airborne or rugged operations.
- Capable of storing sensor data for up to 10 hours of continuous use.
- Data storage media shall be readily changeable or full capacity data device shall be readily downloadable in no more than 30 minutes. It is *desirable* that the data storage media are not of a proprietary physical shape and size. The Contractor shall supply any adapters required for data download.
- Robust cabling and connectors (i.e., Lemo, mil-spec or similar).
- Each with a combined weight of sensor and ancillary items of less than 5kg.
- Compatible with the navigation system and inertial measurement unit described in section 1.

- Hardware shall be installable and be of a certifiable standard for the onboard configurations listed in section 0.
- The Contractor shall:
 - Provide user-friendly in-flight viewing software to enable the operator to view a live data feed.
 - Provide software to enable the Commission to pre-process data and to output data in a non-proprietary format.
 - Ensure and demonstrate that the product or a previous version of the product has been used for similar airborne data acquisition purposes for at least two (2) years.

2.2 General requirements

The concept of an integrated airborne MSIR configuration, easy to install and operate, with streamlined data processing workflows are central tenets of the broader configuration development concept and of these technical specifications. The equipment provided shall therefore be easy to install and operate.

Upon receipt of the Commission's Purchase Order, the Contractor shall provide detailed dimensions and input/output/sensor communication information such that work can commence on Lot 3 is not delayed. The Contractor shall respond in a timely manner, within 48 hours, to technical questions related to the integration of the sensor and ancillary items that would be required as part of Lot 3.

2.3 Maintenance schedule

The Contractor shall provide a maintenance schedule for the imaging camera and any ancillary components, indicating:

- Key maintenance tasks that should be performed by the Commission at set intervals stating skills required to perform such tasks;
- Servicing tasks that should be performed by the Contractor at set intervals.

A two-year (2) standard servicing agreement – commencing on date of delivery - shall be provided by the Contractor, which shall include an annual service and calibration if so required by the Commission..

2.4 Documentation

The Contractor shall provide a user manual for the sensor in the English language, detailing sensor items, cabling diagrams, operation and maintenance. This may be combined with similar deliverables for Lots 2 and 3 if the Contractor bids for those.

2.5 Warranty

The Contractor shall provide warranty for a period of two (2) years for the sensor and ancillary components. Warranty shall include complete replacement of any equipment and systems provided by the Contractor, which at any time during the warranty period, due to manufacturing faults or poor workmanship does not meet at least one requirement of the present technical specifications.

2.6 Deliverables

Deliverables	Details
Sensor and ancillary items	As described in section 2.1.
User manual	As described in section 2.4.

2.7 Timeframe requirements

Event	Location (if any)	Dates
Factory acceptance test	Premises of Contractor	No later than three (3) months after the receipt of the Commission's Purchase Order
Delivery of all hardware and software to the Commission	DAP (delivered-at-place), Incoterms 2020, to the CTBTO's TeST Centre, 2444 Seibersdorf, Austria	No later than four (4) months after receipt of the Commission's Purchase Order

3 SUPPLY OF A THERMAL SENSOR – LOT 2

The Contractor shall provide all items as required under this Section 3.

3.1 Specifications

The Contractor shall provide one (1) airborne thermal sensor and ancillary items with the following specifications:

- Single band thermal imaging sensor operating in the medium wavelength infrared, MWIR, i.e., at least 2.0 to 5.0 micron range.
- Sensor type: cooled photon sensor.
- Number of pixels: at least 1280×1024 .
- Thermal resolution at room temperature: better than 0.03 K.
- Measuring range: at least -30 to 200°C.
- Fixed lens: between 25 and 30mm.
- Compact and designed for airborne or rugged operations.
- Accompanying unit for managing the sensor with data storage for up to 10 hours of continuous use.
- Cabling and connectors are robust (i.e., Lemo, mil-spec or similar),
- Combined weight of sensor and ancillary items less than 5kg.
- Compatible with the navigation system and inertial measurement unit described in section 1.
- Hardware shall be installable and be of a certifiable standard for the onboard configurations listed in section 0.
- The Contractor shall:
 - Provide user-friendly in-flight viewing software to enable the operator to view a live data feed.
 - Provide software to enable the Commission to preprocess thermal data and to output data in a non-proprietary format.
 - Ensure and demonstrate that the product or a previous version of the product has been used for similar airborne data acquisition purposes for at least two (2) years.

3.2 General requirements

The concept of an integrated airborne MSIR configuration, easy to install and operate, with streamlined data processing workflows are central tenets of the broader configuration development concept and of these technical specifications. The equipment provided shall therefore be easy to install and operate.

On receipt of the Commission’s Purchase Order, the Contractor shall provide detailed dimensions and input/output/sensor communication information such that work can commence on Lot 3 is not delayed.

3.3 Maintenance schedule

The Contractor shall provide a maintenance schedule for the instrument and any ancillary components, indicating:

- Key maintenance tasks that should be performed by the Commission at set intervals stating skills required to perform such tasks;
- Servicing tasks that should be performed by the Contractor at set intervals.

A two-year (2) standard servicing agreement – commencing on date of delivery - shall be provided by the Contractor, which would include an annual service and calibration if so required by the Commission.

3.4 Documentation

The Contractor shall provide a user manual for the sensor in English detailing sensor items, cabling diagrams, operation and maintenance. This deliverable may be combined with similar deliverables for Lots 1 and 3 if applicable.

3.5 Warranty

The Contractor shall provide warranty for a period of two (2) years for the sensor and associated components. Warranty shall include complete replacement of any equipment and systems provided by the Contractor, which at any time during the warranty period, due to manufacturing faults or poor workmanship does not meet at least one requirement of the present technical specifications.

3.6 Deliverables

Deliverables	Details
Sensor and ancillary items	As described in section 3.1.
User manual	As described in section 3.4.

3.7 Timeframe requirements

Event	Location (if any)	Dates
Factory acceptance test	Premises of Contractor	No later than three (3) months after receipt of the Commission’s Purchase Order
Delivery of all hardware and software to the Commission	DAP (delivered-at-place), Incoterms 2020, to the CTBTO’s	No later than four (4) months after receipt of the

	TeST Centre, 2444 Seibersdorf, Austria	Commission's Purchase Order
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4 SYSTEM INTEGRATION – LOT 3

4.1 General requirements

The Contractor shall have proven experience in airborne systems integration to design and fabricate an MSIR configuration for deployment in an external utility pod for the Bell212/412.

The work under Lot 3 will commence on completion of Lots 1 and 2 as will be communicated to the Contractor by the Commission.

The Contractor shall provide all items required under this Section 4.

4.2 Design

The Contractor shall design an optimal layout for existing and new hardware items for the Bell212/412 based on the use of an external utility as described in section 1, specifically the design shall:

- a. Incorporate:
 - i. The sensors and any ancillary components procured as part of Lots 1 and 2 as described in sections 2 and 0.
 - ii. Existing Commission-owned hardware described in section 0.
- b. Ensure that thermal sensor described in section 0 shall be installed at nadir.
- c. Ensure that the existing Commission-owned IR sensor shall be mounted at an adjustable angle, graduated at 10° with a standard angle of 30° from nadir.
- d. Future proof the design so that a second cooled thermal imaging camera could be mounted at an oblique angle.
- e. Include a motorized shutter for all optical sensors.
- f. Ensure that the existing air worthiness certification of the pod is not invalidated by any further modification, this includes payload and pod cut out specifications.
- g. Maximise the use of the external utility pod and minimize any installations required within the cabin of the airframe.
- h. Include a power supply solution that involves helicopter power and/or independent power supply that conforms to current air worthiness standards and meets OSI requirements for installation and ease-of-use.
- i. Integrate sensor control functions and display tools onto a single device.
- j. Provide a software solution that facilitates the pre-processing of images acquired by the imaging cameras specified in section 2 and 3 (see section 0).

The Commission shall provide existing CAD drawings to the Contractor.

To facilitate the design phase, the Commission will ship existing Commission-owned hardware (*including equipment under Lots 1-2*) to the premises of the Contractor. While at the premises of the Contractor, Commission-owned hardware shall be stored securely and insured by the Contractor.

The Contractor shall submit a draft design in accordance with the set timeframe, upon which the Commission shall review the design and provide feedback to the Contractor within 2 weeks of submission.

On agreement of the final design, the Contractor shall provide CAD drawings of the design to the Commission.

4.3 Fabrication

The Contractor shall procure and install all components, fittings and cables required to integrate the sensors and ancillary items described in the agreed final design.

4.4 Software solutions

The Contractor shall provide software solutions to:

- a. Manage sensor control functions and display tools on a single device.
- b. Facilitate the pre-processing of images acquired by the imaging cameras and associate each image with trajectory information from the GNSS and IMU.

4.5 Training

The Contractor shall provide one expert trainer to conduct bespoke training in English for a group of no more than three Commission staff members for three days. The Commission shall provide reasonable logistical support and adequate training facilities including a training room and standard equipment (such as beamer, flipchart and whiteboard). Any additional equipment may be requested by the selected Contractor two (2) weeks prior to the commencement of the training and will be provided if owned by the Commission.

The training shall consist of:

- An overview of hardware components.
- Equipment installation.
- Pre-flight tests.
- In-flight operations.
- Data processing.

The training event shall take place on dates jointly convenient to the Commission and the selected Contractor but no later than eight (8) months after Lot 3 commences.

Training shall be held either at the premises of the Commission in Vienna or at the CTBTO TeST Centre, Seibersdorf, Austria.

4.6 Deliverables

Deliverables	Details
Design of configuration for the Bell212/412	As described in section 4.2.
Final delivery of fabricated configuration	As described in section 4.3.

Place of delivery of Services	Contractor's premises and CTBTO's TeST Centre, 2444 Seibersdorf, Austria (see below)
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4.7 Timeframe requirements

Event	Location	Dates
Delivery of all hardware to the premises of the Contractor	Premises of Contractor	As soon as possible after completion of Lots 1 and 2
Delivery of the configuration design	CTBTO's premises, The Vienna International Centre, Vienna, Austria	No later than two (2) months after Lot 3 commences
Integration work	Premises of Contractor	No later than six (6) months after Lot 3 commences
Factory acceptance test		
Delivery of integrated equipment to the Commission: Delivery at Place (DAP) Incoterms 2020 to the Commission's premises at the TeST Centre, 2444 Seibersdorf, Austria.	CTBTO's premises, TeST Centre, 2444 Seibersdorf, Austria	No later than seven (7) months after Lot 3 commences
Training	The Vienna International Centre Vienna Austria, or The CTBTO TeST Centre, Seibersdorf, Austria	No later than eight (8) months after Lot 3 commences

4.8 Requirements for the Contractor and the Contractor's personnel

The Contractor shall:

- (a) Have demonstrated successful track record of integrating airborne sensors and ancillary components over the last ten (10) years at the minimum.
- (b) Provide evidence of at least two (2) previous projects where airborne systems have been integrated in an external utility pod.
- (c) Provide and maintain the list of names and CVs of a team of at least two (2) technical experts that shall be part of the system integration. Each assigned team member shall have a minimum of five (5) years of relevant experience and be fluent in English.

INSTRUCTIONS FOR PREPARATION AND SUBMISSION OF BIDS

1. General

The Preparatory Commission for the Comprehensive Nuclear-Test-Ban Treaty Organization (the Commission) with its headquarters in Vienna is the International Organization mandated to establish the global verification system foreseen under the Comprehensive Nuclear-Test-Ban Treaty (CTBT), which is the Treaty banning any nuclear weapon test explosion or any other nuclear explosions. The Treaty provides for a global verification regime, including a network of 321 stations worldwide, a communication system, an International Data Centre and on-site inspections to monitor compliance with the Treaty.

This Invitation to Bid (ITB) is for the provision of services as described in the attached Technical Specifications for the Renewal of Airborne MSIR Configuration (hereinafter referred to as the “Equipment” and/or the “Services” and/or the “Project”).

The Bid shall meet all requirements of this ITB and in particular, the Technical Specifications. However, if a Bidder considers that an important or necessary configuration can be improved or enhanced, in addition to the Bid meeting the technical requirements, Bidders may include such recommendation in the Bid as an ALTERNATIVE OPTION. This shall be clearly indicated in the Bid by adding the proposed items as an optional alternative only with a clear, written justification or explanation, to be opted for at the sole discretion of the Commission.

The Project includes three (3) Lots based on hardware procurement and an integration:

- **Lot 1:** Provision of hardware and software items related to optical imaging cameras, as described in Section 2 of the Technical Specifications.
- **Lot 2:** Provision of hardware and software items related to a thermal imaging camera, as described in Section 3 of the Technical Specifications.
- **Lot 3:** Provision of integration of the items into a fully functional MSIR configuration, as described in Section 4 of the Technical Specifications.

Bidder may decide to bid for one, two or the three Lots.

The Bid shall be submitted in accordance with these Instructions for Preparation and Submission of Bids. For this Project, the Commission is seeking capabilities, which will ensure that the Equipment is delivered, and the Services provided, and the tasks are accomplished expeditiously and at a reasonable cost.

2. Documents included in this ITB

This ITB consists of the following documents:

- (a) Letter of Invitation
- (b) These Instructions for Preparation and Submission of Bids, Bidder’s Statement Form and the following Attachments:
 - Attachment 1: Mandatory Table and Requirements of the Technical Bid
 - Attachment 2: Procedure for submission of electronic offers in 2 sealed files
- (c) List of CTBTO States Signatories

- (d) Statement of Confirmation
- (e) Vendor Profile Form
- (f) The Commission's Model License Agreement:
 - Option 1: The Contractor has IP rights **OR**
 - Option 2: The Contractor does not have IP rights
- (g) The Commission's General Conditions of Contract (Annex B)
- (h) The Commission's Technical Specifications (Annex C)

Note: In the event of award, the Bid will be incorporated as Annex D to the Purchase Order.

3. Amendment of ITB Documents

At any time prior to the closing date for submission of Bid, the Commission may, for any reason, modify the ITB documents by amendment. The Commission may consider extending the deadline in order to allow adequate time for considering the modifications in the preparation of the Bid.

4. Language of the Bid

The Bid and all correspondence and documents relating to it shall be in English.

5. Format and Submission of the Bid

The Bid shall be typed, dated and signed by an official legally authorized to enter into Purchase Orders on behalf of your organization. The Bid shall not contain any interlineation, erasures or overwriting except as necessary to correct errors, in which case such corrections shall be initialled by the authorized person(s) signing the Bid.

The Bid shall be submitted electronically according to the attached "PROCEDURE FOR SUBMISSION OF ELECTRONIC OFFERS IN 2 SEALED FILES".

Bids sent by regular e-mail unless clearly submitted as electronically sealed bids as indicated above and following the instructions outlined in Attachment 2 will not be considered and may lead to the rejection of the Bidder from the procurement process.

The Bid shall be received not later than the closing date indicated in the Letter of Invitation. The subject of the email shall indicate and contain the following:

*NAME OF THE PROJECT: **Renewal of Airborne MSIR Configuration***

CTBTO REFERENCE No.: 2023-0091/THORVALDSDOTTIR

6. Request for Clarifications and Contacting the Commission

The Commission will issue clarifications, if required. Bidders are requested to e-mail any questions pertaining to this ITB as soon as possible after receipt of the solicitation documents, but in any case, no later than 10 business days prior to the Closing Date. No requests for clarifications will be entertained after this time. Questions will only be accepted via e-mail be sent to:

E-mail: procurement@ctbto.org
Subject: [ITB 2023-0091/THORVALDSDOTTIR](#) - Request for Clarifications

The Commission will make all reasonable efforts to issue the clarifications not later than 7 business days prior to the Closing Date.

Except in case of responding to a ITB clarification, no Bidder shall contact the Commission on any matter relating to the Bid after its submission and until the award of the Purchase Order. Any attempt to influence the Commission in its evaluation of the Bid or the Purchase Order award decision may result in the rejection of the Bid.

7. Eligible Goods and Services

The Equipment and Services to be rendered under the Purchase Order shall have their origin in the States Signatories of the Comprehensive Nuclear-Test-Ban Treaty (CTBT), the list of which is attached to this ITB. For purposes of this paragraph, "the origin" means the place from where the materials, goods and/or from which the Equipment and Services are supplied.

8. Type of Contract and Payment

The Commission intends to conclude a firm fixed price Purchase Order. The Commission's standard terms and conditions of payment are as follows:

Within 30 days of receipt and acceptance of the Goods and Services and of the following documents:

- (1) Invoice(s) showing the purchase order price. The Contractor shall submit an invoice electronically, from the Contractor's official e-mail address in PDF format, duly signed and stamped by the Contractor and submitted to the Commission's email address specified in the Purchase Order. Each invoice shall contain the Purchase Order number (CTBTO and SAP numbers), detailed banking instructions, including the name and address of the Contractor's bank, account number, account holder's name and SWIFT, IBAN and/or ABA codes for payment by electronic transfer. and actual pre-paid transportation & insurance cost (as and if applicable);
- (2) Air Way/Way Bill and Packing List (as applicable);
- (3) Delivery Note acknowledged by the Commission, showing all the items delivered;
- (4) Certificate of Origin (original) or equivalent;
- (5) Certificate of transportation insurance (copy);
- (6) Acknowledgement Copy of the Purchase Order with the Contractor's signature;
- (7) A copy of the documents reporting the result of Equipment Acceptance Testing, approved and counter-signed by the Commission and/or the end-user (as applicable);
- (8) The Contractor's certificate, counter-signed by the Consignee/end-user, confirming the successful completion of the Services (as applicable);
- (9) Any other relevant documents.

Applicable Taxes payable by the Contractor and/or its subcontractor(s) shall be invoiced separately or be separately identified on the invoice. Actual payment of the Taxes must primarily be supported by original documentation such as invoices, bank account statements, transfer orders, or receipts issued by the local tax or customs authorities. If submission of such original documentation is not possible for justifiable reasons, their copies could be accepted by the Commission, provided that they are duly signed and certified by local tax or customs authorities. In case the currency in which the taxes are levied is not the currency of the Purchase Order bank statements (or equivalent) showing the exchange rate used for the conversion shall be submitted to the Commission, in addition to any other supporting documentation.

"Taxes" means all direct and indirect taxes (including value added tax, general sales tax or goods and services tax), assessments, fees, customs duties, liens and charges in as much as they are levied in conclusion or implementation of the Purchase Order, including customs restrictions and

charges of similar nature in respect of articles imported or exported for the Commission's official use.

9. Preparation of the Bid

The Bid shall contain, but not necessarily be limited to, the information described below.

The Bid shall include the following separate parts:

- I. **Technical Bid;** and
- II. **Financial Bid;**

providing, but not limited to, the following information:

PART I: TECHNICAL BID

Use of former Preparatory Commission for the CTBTO ("Commission") employees in the preparation of Quotations:

A Bidder must not, in the absence of prior written approval from the Commission, permit a person to contribute to, or participate in, any process relating to the preparation of a Quotation or the procurement process if the person:

- a. At any time during the 12 months immediately preceding the date of issue of the Solicitation was an official, agent, servant or employee of, or otherwise engaged by the Commission;
- b. At any time during the 24 months immediately preceding the date of issue of the Solicitation was an employee of the Commission personally engaged, directly or indirectly, in the definition of the requirements, project or activity to which the Solicitation relates.

Please state the reference number and the date of this ITB in the Bid and any correspondence relating to it.

No pricing/financial information shall be included in the Technical Bid. Note however that a complete list of the items being offered (without the prices) shall be included in the Technical Section of the Bid.

Point of Contact

The Bid shall state the contact details and address (name, telephone and fax numbers, and e-mail address) of the person/point of contact in your company dealing with this ITB.

Addressing the requirements

The technical Bid shall be submitted following Attachment 1: Mandatory Requirements of the Technical Bid, including:

Statement of Confirmation, Bidder's Statement and Vendor Profile Form

The attached Statement of Confirmation, Bidder's Statement and Vendor Profile Form shall be duly filled-in, signed and submitted together with the Bid.

Documents Establishing the Eligibility and Qualifications of the Bidder

The Bidder shall have demonstrated successful track record of the minimum of two projects in supplying airborne sensors over at least the last five (5) years.

The Bidder shall furnish documentary evidence of its status as an eligible and qualified vendor in accordance with the requirements set forth in the Technical Specifications. In order to award a Purchase Order to a Bidder, its qualifications must be demonstrated and documented in the Bid to the Commission's satisfaction.

The Bidder shall furnish documentary evidence of its status as an eligible and qualified vendor. In order to award a contract to a Bidder, its qualifications must be documented to the Commission's satisfaction. These include, but are not limited to the following:

- (a) That, in the case of a Bidder offering to supply Goods under the Purchase Order which the Bidder did not manufacture or otherwise produce, the Bidder has been duly authorized by the goods' manufacturer or producer to supply the goods in the country of final destination;
- (b) That the Bidder has the financial, technical, and production capability necessary to perform the Purchase Order.

By submitting a Technical Bid, the Bidder assures and confirms to the Commission that the personnel being nominated are available to fulfil the demands of the Purchase Order during its stated full term.

Description of Services

An explanation of the Bidder's understanding of the Services to be provided and an overall preliminary operational plan for the execution of the Services by providing a section-by-section response to the Technical Specifications indicating how the Bidder meets or will meet each of the technical requirements. The Bid shall also provide any other relevant issue which the Bidder would like to bring to the attention of the Commission whether or not having cost implications. This shall include details of warranties/manufacturer's guaranties in respect to any Equipment item.

Specifications

The Bid shall include a detailed description of the items proposed and include relevant technical literature, as applicable.

The Bid shall meet all requirements the Technical Specifications. However, if a Bidder considers that an important or necessary configuration can be improved or enhanced, in addition to the Bid meeting the Commission's technical requirements, Bidders may include such recommendation in the Bid as an ALTERNATIVE OPTION. This shall be clearly indicated in the Bid by adding the proposed items as an optional alternative only with a clear, written justification or explanation, to be opted for at the sole discretion of the Commission.

Manufacturer's Part Number

The Bid shall include the Manufacturer's Part Number for each Equipment required by the Commission under this ITB.

Commission's Inputs

A description of the expected inputs/resources to be made available by the Commission and at what stage of the Services.

Please note that it is the Bidder's responsibility alone to obtain **work permits or visa or similar** for the personnel proposed to implement this project. The Commission will make no effort nor accept any responsibility for obtaining work permits or visa or similar for the Purchase Order's personnel.

Sub-Contractor's

Names, legal status, address and qualifications of subcontractor(s), if any, and the scope of the subcontracting. The Bid shall provide a statement that your organization shall be fully responsible for the performance of subcontractor(s). All subcontractors shall be legally established in one of the CTBTO States Signatories.

Delivery Schedule

Insurance to be included in the Bid must be for All Risk, covering 110% of the cost of the equipment proposed, and from the date/place of the shipment to the date/place the delivery is completed. The insurance shall be in the name of the Contractor and the Commission. You are requested to confirm that you will provide this insurance coverage.

PART II: FINANCIAL BID

The Bid shall include the costs applicable to each Lot in the form of bill of quantities in accordance with the Technical Specifications.

In presenting the cost for each item, adequate justification and calculation must be included in the Financial Bid.

All individual costs shall be stated in EURO or US Dollars and be computed to constitute the total Purchase Order Price.

In principle the Commission is exempt from taxes. Since the arrangement under which such exemption is respected varies from country-to-country, the selected Bidder will be informed by the Commission whether tax exemption will occur at source or whether taxes paid by the selected Bidder will be reimbursed by the Commission upon submission of the original supporting documentation.

(1) For Austrian companies

The price quoted shall be net of Taxes. All applicable Taxes payable by the selected Bidder at the conclusion or implementation of the Purchase Order shall be quoted separately or be separately identified on the Bid together with information on the nature of the tax and its method of calculation.

(2) For European Union (EU) Companies

The price quoted shall be net of Taxes. All applicable Taxes payable by the selected Bidder at the conclusion or implementation of the Purchase Order shall be quoted separately or separately identified on the Bid together with information on the nature of the Tax and its method of calculation. Due to the VAT exemption applicable to the Commission, no VAT will be charged to the Commission by the EEC Suppliers under the Purchase Order (Ref. EU VAT Council Directive 2006/112/EC, Article 151).

(3) For Non-EU Companies

The price quoted shall be net of Taxes. All applicable Taxes payable by the selected Bidder at the conclusion or implementation of the Purchase Order shall be quoted separately or be separately identified on the Bid together with information on the nature of the tax and its method of calculation. For deliveries to Vienna, Austria, and due to the tax exemption at

source applicable to the Commission, no Taxes shall be charged to the Commission under the Purchase Order.

10. Completeness and Correctness of the Bid

The Commission reserves the right to verify all information furnished by you in the Bid through a source of its choice. Any inaccurate information so given may lead to the rejection of the Bid.

11. Validity of the Bid

The Bid shall be valid for 90 (ninety) days after the deadline for its submission to the Commission unless an extension of validity has been requested by the Commission.

12. Correction of Errors

The Commission will check the Bid for any arithmetic errors. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected.

13. Evaluation of the Bid and Award

- (a) The technical evaluation shall include the following evaluation criteria:
 - (i) compliance with the Technical Specifications;
 - (ii) contractor's eligibility and qualifications;
 - (iii) delivery schedule.
- (b) The technical evaluation process will be done against the above technical criteria on a PASS/FAIL basis.
- (c) The Financial Bid of Bidders passing the technical evaluation shall be evaluated as follows:
 - (i) contractual compliance;
 - (ii) commercial acceptability.
- (d) The Commission, based on the evaluation method given above, will determine the Bid which is the "***least costly technically acceptable Bid***". Bidders are expected to comply with all the provisions of the Commission's General Conditions for Contract. Any deviation to these provisions may be a factor in the Commission's award decision.
- (e) To assist in the examination, evaluation and comparison of bids, the Commission may, at its discretion, request any Bidder to clarify its Bid. The Commission's request for clarification and the Bidder's response shall be in writing.

14. Correction of Errors

The Commission will check the Bid for any arithmetic errors. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected.

15. Validity of the Bid

The Bid shall be valid for 90 (ninety) days after the deadline for its submission to the Commission, unless an extension of validity has been requested by the Commission.

16. Negotiations of the Bid and Award

The Commission reserves the right to request clarifications on the Bid and to enter into negotiations regarding technical or commercial aspects of the Bid before awarding the Purchase Order under this ITB. If and when the Bid, including any amendment resulting from such negotiations, is fully agreed, the Commission will notify the Bidder in writing.

The Commission also reserves the right, as it deems appropriate, to award to a single bidder, to award to multiple bidders in any combination or not to award to any of the bidders as a result of this ITB.

17. Right to Vary Requirements at the Time of Award

At the time of award of a Purchase Order, the Commission reserves the right to vary the quantity of the items (goods and/or services), by up to a maximum of twenty five per cent (25%) of the total offer, without any change in the unit price or other terms and conditions.

18. Modification and Withdrawal of the Bid

Bidders may modify or withdraw their Bids after their submission, provided that written notice of the modification or withdrawal is received by the Commission by the closing date for the submission of the Bid. The Bid may not be modified subsequent to the closing date.

19. The Commission's Right to Reject the Bid

The Commission reserves the right to accept or reject the Bid or to annul this procurement process at any time prior to the award of Purchase Order without having to inform the Bidders of the grounds therefore, without thereby incurring any liability to the Bidders.

20. Costs of preparation and submission of the Bid

Bidders shall bear all the costs associated with the preparation and submission of their Bid and the Commission will not be responsible or liable for those costs, regardless of the outcome of this ITB.

21. Proprietary Information

All documentation and information contained in this ITB are proprietary to the Commission and shall not be duplicated, used or disclosed -in whole or in part- for any purpose other than to evaluate them and respond to the Commission's request for Bid or otherwise without prior written agreement of the Commission.

BIDDER'S STATEMENT
PLEASE STATE BELOW & SUBMIT WITH BID

Delivery Time:

Shipping weight (kg) and Volume (m³) – if applicable:

List of recommended consumables and spares including prices and details on local availability, if applicable (please tick):

For one year period For a period of

Warranty period if applicable (it shall be for a **minimum of 24 months**, starting from the acceptance of the goods/Services by the Commission) – please tick below as applicable:

For a two-year period For a period of

Availability of local service in Vienna, Austria (if any):

State country of origin or assembly of all items quoted:

Quantity discount and early payment discount (if any):

Include documentary evidence of qualifications to perform the order, which shall establish to the Commission's satisfaction that the bidder has the financial, technical and production capability necessary to perform the order in its entirety and to provide spare parts and other necessary on-going Services as required.

Included in this quotation : **Yes** **No**

Confirmation that the bidder has reviewed the Commission's Model License Agreement and the Commission's General Conditions of Contract and agreed to all terms and conditions.

Yes **No**

Remarks:

With regards to the software provided with the equipment, state and confirm whether the software licenses are transferable to third parties, i.e. the Commission or the Commission's State Signatories (Member States).

Yes No Not applicable

Remarks:

Name:

Name & Title of Contact Person:

Signature & date:

Attachment 1

Instructions for Preparation and Submission of Bids

Renewal of Airborne MSIR Configuration

Technical Bid - Mandatory Table of Contents and Format

Item	Minimum content
1. Executive Summary	<ul style="list-style-type: none">• Provide an overview of bid
2. LOT	<ul style="list-style-type: none">• For each LOT, a bid, excluding the financial bid, shall be submitted as a single Word or searchable pdf file i.e., scanned information should be excluded with the exception of certificates or similar relevant information. This means that if a bidder is applying for all three LOTs, it should submit documents with the following naming convention:<ul style="list-style-type: none">• Name of company – LOT 1• Name of company – LOT 2• Name of company – LOT 3• An entity can bid for 1 or all of the indicated LOTs
3. Experience, Resources and Project Management	
3.1 Corporate Profile and Values	<ul style="list-style-type: none">• Background of company, ownership, size, location, profile.• Company business structure and its authority to execute all Work under the Purchase Order.• If a consortium, provide a clear explanation of the business relationship between the members and governance for execution of this project.• Discuss and show the relationship of any sub-contractors, if applicable.• In case the Bidder requires the services of subcontractors, the Bid shall include:<ul style="list-style-type: none">(a) Relationship of the Bidder's business to any subcontractor(s) that will be used.(b) Names, addresses, legal status and qualifications of major sub-contractor(s) proposed by your organisation.(c) The scope of work and nature of subcontracting; and(d) A statement that any subcontractors are legally established in one of the CTBTO state signatories (see list attached to the ITB).• A statement that the Bidder's organisation, shall act as the main Supplier, bearing full responsibility for the performance of its subcontractors.

3.2 Corporate Experience	<ul style="list-style-type: none"> • Experience in managing and executing work of similar scope and complexity. Please provide a description of past projects of similar scope and complexity.
3.3 Design (Lot 3)	<ul style="list-style-type: none"> • Describe the optimal layout for existing and new hardware items for the Bell212/412 as indicated in Section 4 of the Technical Specifications.
3.4 Experience in Designing and Fabricating an MSIR Configuration (Lot 3)	<ul style="list-style-type: none"> • The bid should detail the Bidder's experience in designing and fabricating an MSIR configuration for deployment in an external utility pod as indicated in Section 4 of the Technical Specifications.
3.5 Project Management Team and Staffing	<ul style="list-style-type: none"> • Provide management structure and key personnel of the project.
3.6 Availability of resources	<ul style="list-style-type: none"> • Please address in as much detail as reasonable what resources you deem necessary for the successful implementation of the project and when they will be made available during the intended project implementation, in terms of: <ul style="list-style-type: none"> – key personnel; – hardware; – software; – other resources. For Lot 3: Please describe how the requirements for the Supplier's personnel in section 4.8 of the Technical Specifications are satisfied.
3.7 Quality Management Plan	<ul style="list-style-type: none"> • Provide a Quality Management Plan that describes how quality of services will be maintained throughout the Purchase Order period in accordance with the Technical Specifications • Include QA certifications and applicable references, if applicable.
4. Meeting the Requirements	
4.1 Understanding of the project	<ul style="list-style-type: none"> • The bidder's response shall demonstrate a good understanding of the project as described in the Technical Specifications and describe in detail how the required tasks/services will be accomplished. • The bidder's response must describe in detail the expected inputs/resources to be made available by the Commission.
5. Experience of the Supplier and Supplier's personnel (Lot 3)	

	<ul style="list-style-type: none"> • Describe successful track record of integrating airborne sensors and ancillary components over the last ten (10) years at the minimum. • Provide evidence of at least two (2) previous projects where airborne systems have been integrated in an external utility pod. • Provide the list of names and CVs of a team of at least two (2) technical experts that shall be part of the system integration, each possessing the minimum of five (5) years of relevant experience and be fluent in English.
6. Designated Key-personnel	
	<ul style="list-style-type: none"> • Provide the resume and CV of the proposed key personnel which describes in detail all qualifications and experience as per the Technical Specifications. • Describe the proposed role of assigned personnel and their expected contribution; • Identify the key point(s) of contact for the full scope of the Purchase Order.
6.2 Visa & Work Permits	<ul style="list-style-type: none"> • Provide written confirmation that the Bidder understands and agrees to taking responsibility for obtaining any Visa and/or work permits, which may be required to perform the Work under the Purchase order. The CTBTO does not sponsor work permits for Suppliers.
6.3 Documentation and Reporting	<ul style="list-style-type: none"> • Provide written assurance that all reports, documentation, and communication (written and oral) supplied to the Commission shall be in English and submitted in an electronic form. • Provide written assurance that all documentation will adhere to the OSI/EP's standards, samples of which will be provided to the successful Supplier.
7. Attachments (as set out in the Instructions for the Preparation of Bids)	
	<ul style="list-style-type: none"> • Statement of Confirmation • Vendor Profile Form • Bidder's Statement Form

Attachment 2

“Procedure for Submission of Electronic Offers in 2 Sealed Files”

The Commission invites you to submit your sealed offer (Bid, or Proposal) in response to the solicitation forming part of this request.

Please be sure to follow the instructions below very carefully, so that the documents you submit are encrypted, and cannot be opened without an encryption key (password). If the documents are not encrypted, they will not be accepted as part of this tender process.

CRITICAL INFORMATION:

Create separate zip files for the technical offer and the financial offer (labeling them clearly in the title) with different encryption keys. Instructions for how to do this are provided below.

Step 1: You provide the encryption key (password) for the *Technical Offer only* (in accordance with the below instructions)!

Step 2: After the Commission has performed the evaluation of the Technical Offer, if your Technical Offer is considered to be acceptable, the Commission will request the encryption key (password) for the Financial Offer you have already submitted by the tender Deadline.

Should you have any questions, please send an email to procurement@ctbto.org.

We recommend that you leave yourself plenty of time to complete the below process (including getting any necessary assistance from the Commission), as late offer will not be accepted.

INSTRUCTIONS:

1. In a **WINDOWS** environment, one way of meeting the requirements is as follows.

We recommend using the open-source, free software **7-zip**, but if you are comfortable with other tools, the result should be the same, as long as you can apply encryption to the archive.

In the below, we'll use 7-zip as an example.

(You can download the 7-zip code for Windows at: 7-zip.org)

2. In **LINUX** environment, you can use, for instance, “sha1sum” on the command line.

Creating the archives for submission

Regardless of whether the offer is a single file, or a collection of files, the files are easier to manage if delivered as a single, compressed file. Compressing the archive is a common way to meet size limitations in email systems.

As an example of how to submit your offer in the required format: assuming you are supplier “SOFTCOMP” and have the following files related to the offer for “RFP 2020-0010/EDWALD”. (*You will need to replace these elements with the real information for your actual offer in line with the relevant Instructions for Preparation and Submission of Proposals/Bids.*) Assuming further that you have installed the 7-zip software on the Windows system you are using.

We will only go through the creation of the Technical Offer (Proposal/Bid) component; the Financial Offer (Proposal/Bid) component is similar.

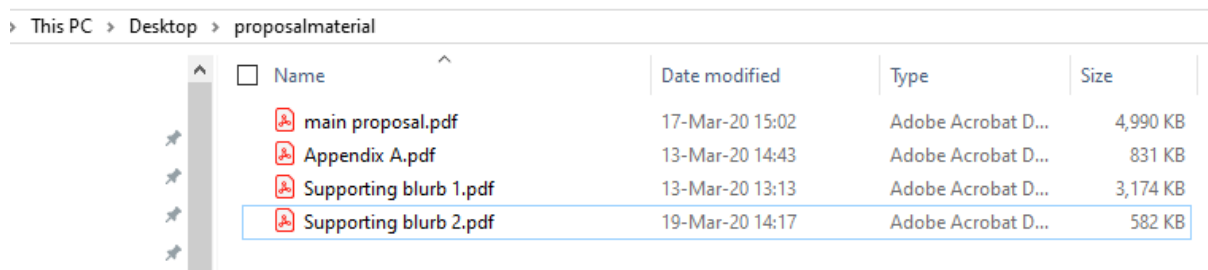


Figure 1 An example set of files to be submitted

Select the four files and right-click; a Dialog box pops up, with one of the options being “7-ZIP >”. Hover your cursor over the “>” part and a few more options appear, select the “Add to archive” option.

Another dialog box pops up (see ‘Figure 2, Creating an Archive’, next page):

Using the standard Windows methods, select a suitable location for the archive (if you don’t change it, the archive gets created right where the selected files are), and give it a name in the form of: “SOFTCOMP-2020-0010-EDWALD-TECHNICAL-BID”, of course replacing all the elements with the true values for the offer in question: the actual company indicator, and the actual RFP/ITB identification string. Note that it is not possible to put a slash “/” in the filename, and therefore put a dash “-” instead. Leave the file extension “.zip” as is.

Leave all the other settings as is, except: **add a password to the encryption** (see figure 2 below). This is done by typing the same password (of your choosing) twice in the two text fields in the lower right hand corner.

Make a note of this password. You must choose different passwords for the two zip archives, that is, the Technical and the Financial Proposal/Bid.

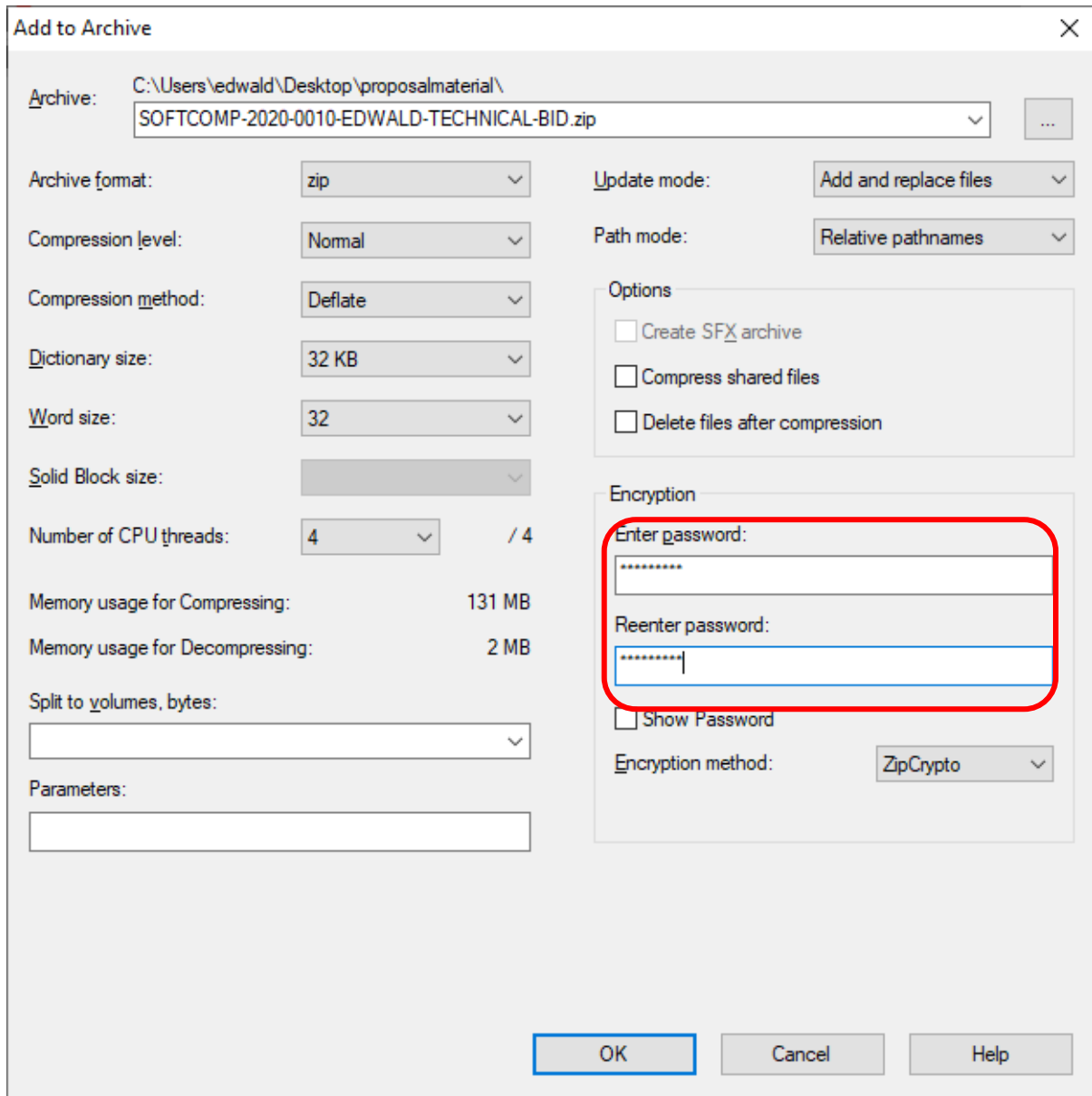


Figure 2 Creating an Archive

Now, we seek the “SHA1 Hash”, and electronic fingerprint of the archive you have just created. The hash is a string calculated from your file(s) and can be used to guarantee that the file has not been modified since you created it. Any change to the file will result in a different hash value.

There are many ways of calculating this; two common options are described below.

If the appropriate functionality is available in your Windows environment: Select the compressed archive in the Windows file manager, (eg. SOFTCOMP-2020-0010-EDWALD-TECHNICAL-BID.zip) and right click. One of the options to select is “CRC SHA >”. Hovering over the “ >” brings a few more options to light, select the **SHA-1** option. A smaller dialog pops up: (see Figure 3, SHA1 below).

Clicking Ctrl-C grabs the contents of this box. You can close the box after copying the contents. (You can paste the contents into a mail message, for instance.)

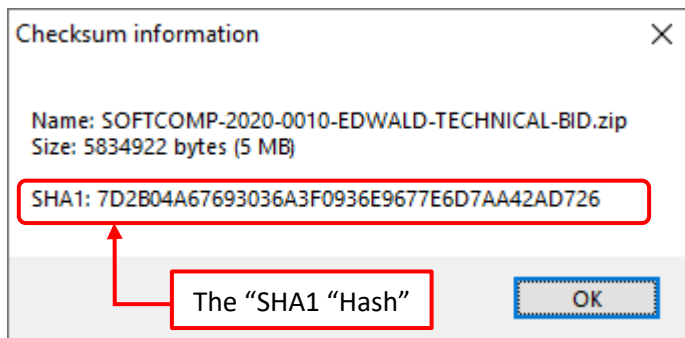


Figure 3 SHA1

If this CRC SHA function is not available by 'right-click' on your Windows version, you can also do this from 'the command line', a slightly more complicated way. Open a CMD window (see sidebar below), move to the folder where your archive is, and execute the command:

`"certutil -hashfile SOFTCOMP-2020-0010-EDWALD-TECHNICAL-BID.zip sha1"`
where you obviously replace the name of the file with your real file name. The output of this command is the SHA1 "hash". You can copy-and-paste the string for use in the email (below).

Sidebar: How to open a CMD window in Windows:

The way to open a Command window (or 'terminal') depends on the version of Windows you have. The different methods are very clearly described in the following article, but a quick internet search will find multiple descriptions.

<https://www.lifewire.com/how-to-open-command-prompt-2618089>

Finally,

1. Create a new email, Subject: example- "SOFTCOMP-2020-0010-EDWALD". Add the two compressed archives, that is, the Technical Offer and the Financial Offer archives as attachments. The text of the email should contain the SHA1 information for both archives. **SEND THIS TO:** sealed_bids@ctbto.org (note that there is an underscore "_" between "sealed" and "bids"). (Should the email become larger than your mail system allows, you can try sending the two archives in separate emails. Take care to include the right SHA1 information with each file.)
2. Create a new email, Subject: example- "SOFTCOMP-2020-2010-EDWALD-Technical Offer" the contents of which must contain the Encryption Key for the Technical Offer (the password

you used when creating the Technical Offer). (Again, note the underscore between 'bid' and 'keys'.)

SEND THIS TO: bid_keys@ctbto.org

IMPORTANT NOTE: As stated above, only send the Encryption Key for the Technical Offer to the bid_keys@ctbto.org mailbox when sending your Technical and Financial Offer to the sealed_bids@ctbto.org mailbox. **You shall only send the Encryption Key for the Financial Offer to the Commission if and when informed by the Commission that your Technical Offer had been evaluated as “technically acceptable”.**

The Financial Offer Encryption Key will need to be provided by you to the same e-mail (bid_keys@ctbto.org) within 48 hours of the Commission’s request, clearly marked in Subject: Encryption Key for (example):“SOFTCOMP 2020-2010 EDWALD-Financial Offer”. If your Offer is not considered “technically acceptable”, the Commission will not request an Encryption Key for your Financial Offer, and it will remain unopened.

As mentioned above, should you have questions or difficulties, please send an e-mail to procurement@ctbto.org.

We recommend that you leave yourself plenty of time to complete the above process (including getting any necessary assistance from the Commission), as late offers will not be accepted.

STATEMENT OF CONFIRMATION

On behalf of (name of firm or organization): _____, I hereby attest and confirm that:

- a) The firm/organization possesses the legal status and capacity to enter into legally binding contracts with the Commission for the supply of equipment, supplies, services or work.
- b) The firm/organization is not insolvent, in receivership, bankrupt or being wound up, and not under administration by a court or a judicial officer, and that it is not subject to the suspension of its business or legal proceedings for any of the foregoing reasons.
- c) The firm/organization has fulfilled all its obligations to pay taxes and social security contributions.
- d) The firm/organization has not, and that its directors and officers have not, within the last five years been convicted of any criminal offense related to professional conduct or the making of false statements or misrepresentations as to their capacity or qualifications to enter into a procurement or supply contract.
- e) The Commission, in the event that any of the foregoing should occur at a later time, will be duly informed thereof, and in any event, will have the right to disqualify the firm/organization from any further participation in procurement proceedings.
- f) The firm/organization did not/will not attempt to influence any other bidder, organization, partnership or corporation to either submit or not submit a proposal/bid/quotation.
- g) The firm/organization will not, in the absence of a written approval from the Commission, permit a person to contribute to, or participate in, any process relating to the preparation of a Quotation/Bid/ Proposal or the procurement process if the person:
 - a. at any time during the 12 months immediately preceding the date of issue of the Solicitation was an official, agent, servant or employee of, or otherwise engaged by the Commission;
 - b. at any time during the 24 months immediately preceding the date of issue of the Solicitation was an employee of the Commission personally engaged, directly or indirectly, in the definition of the requirements, project or activity to which the Solicitation relates.
- h) Neither the organization/firm, its parent entities (if any), nor any of its subsidiary or affiliated entities (if any) have been identified on, or associated with any individual, groups, undertakings and entities identified on, the list established pursuant to the UN Security Council Resolution 1267 (Consolidated Sanctions List).¹
- i) Neither the organization/firm, its parent entities (if any), nor any of its subsidiary or affiliated entities (if any) are subject to any form of sanction imposed by an organization or body within the United Nations System, including the World Bank.

¹ The Consolidated United Nations Security Council Sanctions List can be found on the following website:
<https://www.un.org/securitycouncil/content/un-sc-consolidated-list>

- j) Neither the organization/firm, its parent entities (if any), nor any of its subsidiary or affiliated entities (if any), is engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32 thereof, which, inter alia, requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral, or social development.
- k) Neither the organization/firm, its parent entities (if any), nor any of its subsidiary or affiliated entities (if any) will use the funds received under contracts/purchase orders with the Commission to provide support to individuals, groups, undertakings or entities associated with terrorism.
- l) The prices in the firm/organization's proposal/bid/quotation have been arrived at independently, without consultation, communication or agreement with any other interested companies, competitor or potential competitor with a view to restricting competition.
- m) The Commission shall have the right to disqualify the firm/organization from participation in any further procurement proceedings, if it offers, gives or agrees to give, directly or indirectly, to any current or former staff member of the Commission a gratuity in any form, an offer of employment or any other thing of service or value, as an inducement with respect to an act or a decision of, or a procedure followed by, the Commission in connection with a procurement proceeding.
- n) The Commission shall have the right to disqualify the firm/organization from participation in any further procurement proceedings if it does not disclose to the Commission any situation that may appear as a conflict of interest, and if it does not disclose to the Commission if any official or professional under contract with the Commission have an interest of any kind in the firm/organization's business or any kind of economic ties with the firm/organization.
- o) The firm/organization expressly agrees to abide by the United Nations Supplier Code of Conduct.¹

Name (print): _____

Signature: _____

Title/Position: _____

Place (City and Country): _____

Date: _____

¹ <https://www.un.org/Depts/ptd/about-us/un-supplier-code-conduct>

CTBTO Member States

Afghanistan	Ethiopia	Mozambique	Tuvalu
Albania	Fiji	Myanmar	Uganda
Algeria	Finland	Namibia	Ukraine
Andorra	France	Nauru	United Arab Emirates
Angola	Gabon	Nepal	United Kingdom
Antigua and Barbuda	Gambia	Netherlands (Kingdom of the)	United Republic of Tanzania
Argentina	Georgia	New Zealand	United States of America
Armenia	Germany	Nicaragua	Uruguay
Australia	Ghana	Niger	Uzbekistan
Austria	Greece	Nigeria	Vanuatu
Azerbaijan	Grenada	Niue	Venezuela
Bahamas	Guatemala	North Macedonia	Vietnam
Bahrain	Guinea	Norway	Yemen
Bangladesh	Guinea-Bissau	Oman	Zambia
Barbados	Guyana	Palau	Zimbabwe
Belarus	Haiti	Panama	
Belgium	Holy See	Papua New Guinea	
Belize	Honduras	Paraguay	
Benin	Hungary	Peru	
Bolivia (Plurinational State of)	Iceland	Philippines	
Bosnia and Herzegovina	Indonesia	Poland	
Botswana	Iran (Islamic Republic of)	Portugal	
Brazil	Iraq	Qatar	
Brunei Darussalam	Ireland	Republic of Korea	
Bulgaria	Israel	Republic of Moldova	
Burkina Faso	Italy	Romania	
Burundi	Jamaica	Russian Federation	
Cambodia	Japan	Rwanda	
Cameroon	Jordan	Saint Kitts and Nevis	
Canada	Kazakhstan	Saint Lucia	
Cabo Verde	Kenya	Saint Vincent and the Grenadines	
Central African Republic	Kiribati	Samoa	
Chad	Kuwait	San Marino	
Chile	Kyrgyzstan	Sao Tome and Principe	
China	Lao People's Democratic Republic	Senegal	
Colombia	Latvia	Serbia	
Comoros	Lebanon	Seychelles	
Congo	Lesotho	Sierra Leone	
Cook Islands	Liberia	Singapore	
Costa Rica	Libya	Slovakia	
Cote d'Ivoire	Liechtenstein	Slovenia	
Croatia	Lithuania	Solomon Islands	
Cuba	Luxembourg	South Africa	
Cyprus	Madagascar	Spain	
Czech Republic	Malawi	Sri Lanka	
Democratic Republic of the Congo	Malaysia	Sudan	
Denmark	Maldives	Suriname	
Djibouti	Mali	Sweden	
Dominican Republic	Malta	Switzerland	
Ecuador	Marshall Islands	Tajikistan	
Egypt	Mauritania	Thailand	
El Salvador	Mexico	Timor-Leste	
Equatorial Guinea	Micronesia, Federated States of	Trinidad and Tobago	
Eritrea	Monaco	Togo	
Estonia	Mongolia	Tunisia	
Eswatini	Montenegro	Türkiye	
	Morocco	Turkmenistan	

VENDOR PROFILE FORM (VPF) – FOR PRODUCTS/SERVICES/WORK

1. Name of Company:		
2. Street Address:	3. Telephone:	
P.O. Box: City:	4. E-Mail:	
Zip Code: Country:	5. Website:	
6. Contact Person:		Title:
7. Legal Status (e.g. Partnership, Private Limited Company, Government Institution) PLEASE INCLUDE A COPY OF THE CERTIFICATE OF INCORPORATION		
8. Year Established:	9. Number of Employees:	
10. Gross Corporate Annual Turnover (US\$m)*:	11. Annual Export Turnover (US\$m)*:	
12. Type of Business/Products: Manufacturer <input type="checkbox"/> Sole Agent <input type="checkbox"/> Supplier <input type="checkbox"/> Other <input type="checkbox"/> (please explain)		
13. Type of Business/Services/Work: Engineering <input type="checkbox"/> Civil Work <input type="checkbox"/> Governmental Institution <input type="checkbox"/> Other <input type="checkbox"/> (please explain)		
14. References (your main customers, country, year and technical field of products, services or work): **		
15. Previous Supply Contracts with United Nations Organizations (over the last 3 years)**		
Organization:	Value in US\$ Equivalent:	Year:
Organization:	Value in US\$ Equivalent:	Year:
16. Summary of any changes in your company's ownership during the last 5 years:		

* Please provide a copy of the most recent audited annual report and accounts. Note: Export includes services or work performed abroad or for foreign clients.
 ** Please provide supplementary documentation on these items.

17. List of Products/Services/Work offered:	
Product/Service/Work #	Product/Service/Work Description

18. This section shall be **signed and stamped** by an official legally authorized to enter into contracts on behalf of your organization:

Name: _____ Title: _____ Signature: _____ Date: _____

<p>Bank Details</p> <p>Bank Name:</p> <p>Bank Address:</p> <p>Exact Account Holder Name:</p>	<p>Beneficiary Details</p> <p>Beneficiary Name: (exactly as stated on bank statements)</p> <p>IBAN: (if applicable)</p> <p>Account number:</p> <p>SWIFT/BIC:</p> <p>ABA/Sort Code:</p>
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Additional Details (if applicable)

Correspondent bank:

Correspondent account number:

Correspondent SWIFT/BIC:

Tax Identification Number:

FOR CTBTO USE ONLY		
Evaluated By:	Initials	Date:
Updated By:	Initials	Date:
Remarks:		

* Please provide a copy of the most recent audited annual report and accounts. Note: Export includes services or work performed abroad or for foreign clients.
 ** Please provide supplementary documentation on these items.